AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 14, 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-49003
Proclamation Declaring April 2015 as Child Abuse Awareness and Prevention Month - proclamation urges all citizens to work together to help reduce child abuse and neglect significantly in years to come

B. AI-49173
Discussion, consideration, and possible action on letters of support requested by City of Edinburg for the Transportation Alternative Program (TAP) grant applications being submitted through Hidalgo County Metropolitan Planning Organization.

C. AI-49301
Letter in Support of The Renaissance Medical Foundation's application for a $5 million U.S. Department of Labor grant to develop and deliver a healthcare professions apprenticeship program to increase the numbers of degreed nurses and other health care professionals

D. AI-49321
Discussion, consideration, and possible action on letter of support requested by Doctors Hospital at Renaissance and Woman's Hospital at Renaissance for the Nurse Family Partnership application to the Health and Human Services Commission.

E. AI-49307
Discussion and possible action on an Order approving an Agreement among Hidalgo County, Santana Textiles, L.L.C. and Santana Real Estate, L.L.C. to amend the Tax Abatement Agreement Effective as of July 6, 2010, between Hidalgo County and Santana Textiles, L.L.C.

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-49315
Community Service Agency:
1. Discussion, consideration, and all appropriate action to appoint and fill the position of Executive Director for Community Service Agency (CSA)
2. Approval to set salary.
3. Discussion, consideration and action authorizing payment of anticipated overtime to CSA employees

D. AI-49185
Requesting authority for Valde Guerra, Executive Officer, to sign letter allowing County Clerk for the destruction of former Justice of the Peace Pct. #5 obsolete documents due to closure of office.

E. AI-49273
Requesting approval to submit application for the purpose of attaining a quote for cyber insurance with authority for Executive Officer to sign necessary documents

F. AI-49154
Approval to accept settlement check from Apollo Managing General Agency in the amount of $8,855.00 to settle total loss auto accident with County vehicle (Sheriff's Office).

G. AI-49156
Approval to accept settlement check from State Farm Insurance Company in the amount of $394.64 to settle claim for County property damages.(Precinct 2)

H. AI-49319
Discussion, consideration, and action regarding assignment of Department Liaisons.

8. District Attorney's Office:

A. AI-49270
Discussion and consideration of presentation by Hidalgo County Criminal District Attorney related to program on outside housing of inmates.

9. Human Resources - Esther Cortez:

A. AI-49231
DISTRICT ATTORNEY (1100):
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 (04/20/15):

Action	Dept/Prog	Slot#	Position Title	Proposed Budgeted Salary/Allowance
Create /Add Auto Allowance	080-002	0112	Assistant District Attorney II	$58,100.00
				$900.00
Create /Add Auto Allowance	080-002	0113	Assistant District Attorney II	$58,100.00
				$900.00
Create	080-002	0114	Administrative Assistant I	$30,000.00
Create	080-002	0115	Administrative Assistant I	$30,000.00

Create	080-002	0116	Criminal Investigator II	$55,000.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. AI-49320

CCL# 8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval to create one (1) temporary full-time Clerk I position, slot T006 at $10.10 per hour, not to exceed six (6) months.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. AI-49198

WIC ADM / Lactation Services (1292):
1. Discussion, consideration and approval of the following personnel actions:

Action	Dept/Program	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	350-001	0012	Accountant IV	$57,462.00
Delete	350-001	0219	Coordinator IV	$56,238.00
Create	350-001	0254	Registered Dietitian II	$52,306.00
Create	350-001	0255	Administrative Assistant IV	$38,000.00
Create	350-001	0256	Administrative Assistant IV	$38,000.00
Delete	350-013	0001	Coordinator IV	$56,162.00

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

D. AI-49206

Texas Agrilife Extension Service (1100):
1. Approval of the following position title change, effective next full pay period (04/20/15):

Dept/Program	Slot#	Current Position Title	Proposed Position Title
380-001	A009	Coordinator	County Extension Agent Horticulture (CEA-Horticulture)

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

E. AI-49263

389TH DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval to decrease and increase interpreter pay allowance to the following positions, effective next full pay period of 04/20/2015:

Action	Slot#	Dept/Prog	Position Title	Current Allowance Amount	Proposed Allowance Amount
Decrease Interpreter Allowance	0004	008-001	Assistant Coordinator	$4,000.00	$3,000.00
Increase Interpreter Allowance	0003	008-001	Bailiff	$1,000.00	$3,000.00

3. Approval of inter-departmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

F. AI-49267

Pct 1 Road Maintenance (1200):
1. Discussion, consideration, and approval of the following salary adjustment, effective 04/20/15:

Action	Dept/ Prog	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjust-ment
Salary Adjustment (Increase)	121-005	0142	Maintenance II	$24,708.00	$25,000.00	$292.00

2. Approval of intra-departmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

G. AI-49258

Precinct 2 - Sanitation (1100):
Approval of the following personnel actions, effective next full pay period (4/20/15):
1. Delete the following position(s):

		Slot	Position	Current

Action	Program	#	Title	Budgeted Salary
Delete	122-001 - Sanitation	0017	Maintenance I	$23,015.00
Delete	122-001 - Sanitation	0013	Truck Driver II	$24,963.00

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-001 - Sanitation	0020	Program Manager	$47,800.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

10. Sheriff's Office:

A. AI-49160

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:

Approval for requisition #274263 for 2 Data Link Hosted Access for vehicle modems ($37.99 each per month).

B. AI-49296

1. Approval of REVISED MOU Agreement, due to minor modifications, between HealthWebCE.com LLC and the Hidalgo County Sheriff's Office (prior agreement approved on 02/04/15; AI#48306 and on 3/31/15; AI#49064)

2. Approval of authorization for County Judge, as authorized official, to sign agreement.

C. AI-49268

Operation Stonegarden (1284):
Authorization and approval to de-obligate $194.17 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe funds and allocate to Constable Pct. 1.

11. District Clerk - Laura Hinojosa:

A. AI-48965

1. Public hearing regarding the District Court Records Archive Preservation & Restoration Plan, in accordance with Texas Government Code §51.305(f).
2. Discussion, consideration, & approval of the District Court Records Archive Preservation & Restoration Plan, pursuant to Texas Government Code §51.305.
3. Approval of 2015 appropriation of funds for the District Clerk Record Archive in the amount of $16,000.00 to fund archival imaging & indexing of case files.

12. Constables:

A. AI-49294

Constable Pct. #1 - Operation Stone Garden (1284):
Authorization and approval to appropriate $194.17 of the Sheriffs Office Operation Stone Garden 2013 overtime/fringe fund and allocate to Constable Pct. 1

13. Health & Human Services Department - Eddie Olivarez

A. AI-49249

Requesting approval to submit renewal grant application for the CPS/HAZARDS program for FY 16 in the amount of $574,166.00. The grant contract will be in effect from July 1, 2015 through June 30, 2016. This grant requires a ten percent local funding match.

B. Health Care Funding District:

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

C. Indigent Health Care Program:

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

14. Adult Probation - Arnold K. Patrick:

A. AI-49061

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $13,517.00.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $13,517.00.

15. IT Department - Renan Ramirez

A. AI-48834

Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Quantity:	Description:	Department:	User Name:	Service Plan:
1	Data Card	JP2 PL2	Office Use	4G Unlimited Data Plan @ $37.99 / month
5	Data Card	Const. Pct. 2	Office Use	4G Unlimited Data Plan @ $37.99 / month each dc
5	Data Card	Const. Pct. 3	Office Use	4G Unlimited Data Plan @ $37.99 / month each dc

16. Urban County - Diana Serna:

A. AI-49253

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget amendment for Fiscal Years 25 & 26 (2012 & 2013). The proposed amendment will increase funding by $243,676.87 for FY 25 (2012) and $256,323.13 for FY 26 (2013) for the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), through an approved Interlocal Agreement between the City of Granjeno and Precinct 1.

2. Requesting approval of a budget amendment for Hidalgo County Precinct No. 1. The proposed budget amendment for Fiscal Years 25 & 26 (2012 & 2013). The proposed amendment will increase funding by $243,676.87 for FY 25 (2012) and $256,323.13 for FY 26 (2013) for the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), through an approved Interlocal Agreement between the City of Granjeno and Precinct 1.

B. AI-49096

Requesting approval of the revised Urban County Program Guidelines for the Hidalgo Colonia Self-Help Center (SHC) Program and authorization to revise as necessary.

C. AI-49104

Requesting approval to amend the Agreement between the County of Hidalgo Urban County Program (UCP) and Proyecto Azteca for the 2012-2016 Colonia Self-Help Center (SHC) Program

D. AI-49298

Urban County Program is requesting approval of a best and final negotiated contract for Professional Construction Management services with LeFevre Engineering & Management Consulting, LLC in the amount of $420,000.00 for the management and coordination of the Delta Area Connector/ East Lateral Project, utilizing the General Land office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

E. AI-49201

Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting authority to issue purchase order to JM Accessibility for ADA Plan review for the Brewster Park Improvements project in the amount of $1,175.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds– (Brewster Park Project).

F. AI-49208

Urban County Program on behalf of City of La Joya is requesting authority to purchase minor equipment and supplies through Hidalgo County's membership and participation with BUYBOARD approved vendor BSN Sports, Inc., (contract # 413-12) in the amount of $7,659.45 (quote attached hereto) to include shipping fees. City of La Joya UCP Year 27 (2014) Public Service (General) funds will be utilized.

G. AI-49209

Urban County Program on behalf of City of La Joya is requesting authority to purchase minor equipment and supplies through Hidalgo County's membership and participation with BUYBOARD approved vendor Audio Visual Aids, (contract # 394-12) in the amount of $1,936.00 (quote attached hereto) to include shipping fees. City of La Joya UCP Year 27 (2014) Public Service (General) funds will be utilized.

H. AI-49245

The Urban County Program is requesting approval of a budget and program amendment for the City of Palmview. The proposed amendment to the Fiscal Year 27 (2014) work plan will DELETE the Fire Station Equipment project due to ineligibility of area wide benefit. The Parks project will DELETE the current location listed as Palmview City Park located at 613 North Palmview Commercial Drive and INCLUDES complete development of a new park to be located at 215 Showers Road.

I. AI-49246

The Urban County Program is requesting approval of a budget and program amendment for the City of Granjeno to Fiscal years 25 & 26 (2012 & 2013). The amendment will delete Rehab: Single Unit Activity from YR 25 and the Parks, Recreational Facility Improvements from YR 25 to loan the funds to Hidalgo County Precinct No. 1 for Street Improvement projects already environmentally cleared.

J. AI-49247

The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with The 5125 Company in the amount of $152,432.00. UCP funds in Years 24 (2011) Street Improvements line item will be utilized.

K. AI-49262

The Urban County Program is requesting the award of a bid and approval of contracts with A-One Insulation and 3 General Construction, Inc. for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide Area and (1) unit in the City of La Joya for a total contract amount is $116,200.00 to A-One Insulation.
2. (2) Units in the Countywide are for a total contract amount of $110,500.00 to 3 General Construction, Inc.

17. Elections Administration - Yvonne Ramon:

A. AI-49226

Ratification of Approval of Lease Contract for Election Services between Hidalgo County and the City of McAllen for their election to be held on April 4, 2015.

B. AI-49167

Approval of Lease Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on May 9, 2015.

C. AI-49166

Approval of Lease Contract for Election Services between Hidalgo County and the City of Alton for their election to be held on May 9, 2015.

D. AI-49170

Approval of Full Contract for Election Services between Hidalgo County and the City of Penitas for their election to be held on May 9, 2015.

E. AI-49172
Approval of Full Contract for Election Services between Hidalgo County and the Sharyland Independent School District for their election to be held on May 9, 2015.

F. AI-49171
Approval of Full Contract for Election Services between Hidalgo County and the City of La Villa for their election to be held on May 9, 2015.

18. TX. Agri-Life Extension Services:

A. AI-49197
Andrea Valdez, County Extension Agent-FCS/County Coordinator presenting 2014 Making A Difference Annual Report.

19. WIC - Norma Longoria:

A. AI-49149
Lactation Support Center Services - Strategic Expansion Program (1292):
1. Requesting approval to accept the Lactation Support Center Services - Strategic Expansion Program (LSCS-SEP) grant contract #2015-047694-001 in the amount of $195,000.00 for the period 04/01/2015 thru 08/31/2016.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act.
4. Requesting approval of Certification of Revenue in the amount of $195,000.00.
5. Requesting approval of the budget appropriation in the amount of $195,000.00 in grant funds.
6. Approval to create the following position:

Slot No.	Position Title	Proposed Budgeted Salary
0001	International Board Certified Lactation Consultant (IBCLC)	$63,000.00

7. Approval to create salary schedule in accordance with Commissioners Court action.

20. Auditor's Office - Ray Eufracio:

A. AI-49260
1. Certification of revenues for interest earned in 2015 for Certificates of Obligation, Series 2002 (Fund 1432) and Certificates of Obligation, Series 2004 (Fund 1434).

2. Approval of 2015 interfund transfer from Certificates of Obligation, Series 2002

(Fund 1432) and Certificates of Obligation, Series 2004 (Fund 1434) to Refunding Bonds, Series 2014A (Fund 1443) in the total amount of $237, 038.33 to close out retired debt service funds (Funds 1432 and 1434).

21. Planning Department - T.J. Arredondo:

A. AI-49280
Discussion and Possible Action to execute the LPA Standard Utility Agreement for FM 681 with Southwestern Bell Telephone Company d/b/a AT&T Texas.

22. Precinct #2 - Comm. Cantu:

A. AI-49314
Resolution in support of the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project under the Hidalgo County Metropolitan Planning Organization's FY 2015-2016 Transportation Alternatives Program.

B. AI-49222
Approval to accept a donation from Deep South Texas Master Gardener Association for the extension of electrical service and lighting equipment including installation to the Pct 2 North San Juan Park Garden Area.

C. AI-49288
1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas, for road improvements on Eldora Road from I-69C East to Veterans Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

D. AI-49309
Pct 2 ICA Pharr-Eldora Rd (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 ICA Pharr-Eldora (I-69C-Veterans) Rd Project in the amount of $112,822.70 to fund project expenditures.

23. Precinct #3 - Comm. Flores:

A. AI-49274
Resolution of the Hidalgo County Commissioners Court approving Redesignation of Hidalgo County Metropolitan Planning Organization Transportation Policy Committee

24. Precinct #4 - Comm. Palacios:

A. AI-49244
Pct. 4 Road Maint. (1200):
1. Approval of Certification of Revenues by the County Auditor for the cost participation from CWL Limited for construction of Brushline Road.
2. Approval of 2015 appropriation of funds in the amount of $108,701.75 for the road construction of Brushline Road.

25. Budget & Management - Sergio Cruz:

A. AI-49195
2016 Budget Process:
1. Presentation of 2016 Budget Process Calendar.
2. Approval of 2016 Budget Process Development Criteria.

B. AI-49215
Report and approval of emergency transfers for the period of March 2, 2015 through March 31, 2015.

C. AI-49015
1115 Waiver (1100):
Approval to undesignate the amount of $56,562.37 in the year 2014 from the 1115 Waiver Assigned Fund Balance.

D. Budget Appropriations:

1. AI-49129
Justice Crt Tech (1242):
Approval of 2015 appropriation of funds for Justice Crt Tech in the amount of $81,051.15 to fund various operating expenditures in relation to the Odyssey project for the JP offices.

2. AI-49168
Pct 1 Rd. Maint. (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 1 Rd. Maintenance (program 005) in the amount of $55,305.77 to fund various operating expenditures.

3. **AI-49162**
   Pct 3 Rd. Maint. (1200):
   Approval of 2015 appropriation of funds from the R&B unreserved fund balance into Pct 3 Rd. Maint. (program 005) in the amount of $440,283.57 to fund operating expenditures.

4. **AI-49292**
   Tax Office Scofflaw Program (1100):
   Approval of 2015 appropriation of funds from the General Fund restricted Scofflaw fund balance into the Scofflaw Program (140-004) in the amount of $125,174.57 to fund salaries & operating expenditures.

5. **AI-49232**
   Fire Marshal (1100):
   1. Approval of Certification of Revenue by County Auditor for the Fire Marshal.
   2. Approval of 2015 appropriation of funds for Fire Marshal in the amount of $1,004.68 to fund the repairs for vehicle.

E. Interfund transfers:

1. **AI-49311**
   Pct. 4 (1301):
   Approval of 2015 interfund transfer from Pct# 4 Rd. Maint. (1200) to Emergency SRVC-Linn San Manuel (1301) in the amount of $3,010.20.

26. 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-49210**
   A. Clarify Agenda Item AI#48422(e.) [CC action 03-03-15 approving a total of 4 providers for Appraisal Real Estate Pool] to and add the category and establish/identify the "pool" of Review Appraiser Services Providers as:
   One (1) Sole Provider: Harvey L. Heerssen, dba, HLH
   including the waiving of the protocol to score and grade this provider [as the sole vendor in approved "Pool" for review apprasiers]; and,

   B. Approve the engagement through an "on call" master agreement with Harvey L. Heerssen, dba, HLH for the provision of Review Appraisal Services and thereafter duly authorized purchase orders on a per project basis.

2. **AI-48867**
   Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract to Cleveland Asphalt Products, Inc. for the Request for Bids project titled: Hidalgo County-"SS-1 Emulsified Asphalt & Delivery Services" through project No.: 2015-027-03-11-SGS.

3. **AI-49027**
   Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2015, in connection with participation with (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D" and (b) Voluntary Products limited however to Dental and Vision insurance including execution of document.

4. **AI-48975**
   a) Action to terminate the agreement with awarded/contracted vendor, Martin Marietta Materials [through Contract #E-15-124-03-17 w/org. #C-13-018-04-30] for "Flexible Base-Crushed Caliche-Precincts 1, 2 & 4" for the reasons detailed in BACKGROUND; and,

   b) Approval of Amendment to Contract #E-15-124A-03-17 [org.#C-13-018A-04-30] with Frontera Materials to include Precincts 2 & 4 for the Flexible Base-Crushed Caliche which will allow the Precincts to purchase the product on an as needed basis and thus avoid any work stoppages and operations; and,

   c) Ratification [pursuant to terms and conditions of agreement] of Precincts 2 & 4 utilizing "Frontera Materials" [through Contract #E-15-124A-03-17 w/org. #C-13-018A-04-30] for the purchase of the Flexible Base-Crushed Caliche as product was needed to avoid work stoppages of on-going projects and operations.

5. **AI-49053**
   a. Requesting authority to advertise and approval of procurment packet (i.e., requirements, legal notice, etc.) as attached hereto for **RFQ No 2015-118-"Arbitrage Calculation Services"**-for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-Board of Directors) in accordancee with current inter-local agreement as attached hereto including the re-advertising of project in the event no proposals are received and project is still required.

   b. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the RFQ's received for **RFQ 2015-118-05-06-YZV-"Arbitrage Calculation Services"** for Hidalgo County including Hidalgo County Drainage District #1.

6. **AI-49285**
   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"** Agreement # **C-15-121-04-14** with **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) in connection to "sole source declaration" as (approved by CC on 03/17/15, under AI-48830), subject to legals approval.

7. **AI-49304**
   Acceptance of the responses received and graded by HC Pct. ROW Agents (evaluators) as recommended and qualified for award -"Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations

B. Pct. 1

1. **AI-49219**
   Requesting approval to purchase from awarded vendor Rush Truck Centers of Texas LP, under Contract #430-13 through the County's membership/participation with (TASB)-BuyBoard to include, but not limited to, delivery, BuyBoard fee and any other appurtenances as may be needed for the purchase of the following: (Project #15-150-OGG)

Qty	DESCRIPTION	AMOUNT
1	2015 Peterbilt Model 348 Dump Truck	$122,793.53
1	2016 Peterbilt Model 348 Distributor	$176,233.45
1	2015 Peterbilt 367 Hauler	$132,646.00

	One Time Buyboard Administration Fee's	$ 400.00
	TOTAL COMBINED AMOUNT	**$432,072.98**

C. Pct. 2

1. AI-49275

A. Requesting approval to rescind action taken on CC 8/12/14 for the ranking of architectural services from the 2014 Pool of Architects, for the design and construction of a, "Countywide Mechanic Shop Project," as requested by current Pct 2 administration office.
B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

C. 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 architect services for Pct No.2 county wide mechanic shop.

	The Warren Group Architects	Mata & Garcia Architects, LLP	Negrete & Kolar Architects
score	96	93	94
ranking			

D. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm_____for professional architect services for Pct No.2 county wide shop.

2. AI-49276

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 architect services for Pct No.2 Palmer Pavilion Improvements.

	Sam Garcia Architect, LLP	Mata & Garcia Architects, LLP	Negrete & Kolar Architects, LLP
Score	96	93	94
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm_____for professional architect services for Pct No.2 Palmer Pavilion Improvements.

3. **AI-49317**
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 Geotechnical Construction Materials Testing and Inspection Services for Road and Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 3/17/15;

D. Pct. 3

1. **AI-49177**
a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Veteran Boulevard (SH495)Abram Rd. East to La Homa Rd." for Pct. 3.

EVALUATION	L&G ENGINEERS	SAMES ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
SCORING	99	92	90
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Veteran Boulevard (SH495)Abram Rd. East to La Homa Rd." for Pct. 3.

E. Pct. 4

1. **AI-49143**
a. Requesting approval of ***Interlocal Cooperation Agreement*** between ***Hidalgo County*** and ***City of McAllen, Texas*** in connection to "job specific" project: ***FM 2220 (Ware Road Project) from Mile 5 to FM1925;***

b. In accordance with Section 791.014 of the Texas Government Code, requesting approval of a proposed project, County of Hidalgo and City of McAllen, Texas desires to implement Phase I of that certain project to improve (Ware Road from 5 Mile Line Northward to FM1925) as defined and mutually agreed through an Interlocal Cooperation Agreement.

F. Constables

1. **AI-49123**
   Constable Pct. #3:
   Requesting authorization and approval to purchase **Two (2) New or Newer 2015 Ford PI Utility** vehicles through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **$52,887.40** which includes delivery and a one time Buyboard fee of $400.00.

2. **AI-49221**
   Constable Pct. #1
   Requesting authorization and approval to purchase One (1) 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 **$29,430.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-151-OGG)

G. IT Department:

1. **AI-49165**
   Requesting approval of amendment to sole source declaration with "PJ Technologies, Inc." previously approved on 11/13/2007-AI#6410 "to reflect name change by vendor to "Goverlan, Inc." for purchases of all future upgrades, software, maintenance-support, on-line legal research services and any other related services with said declaration to remain in effect unless revoked by HCCC.

2. **AI-49164**
   Discussion, consideration, and approval of Addendum No. 1 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2015 for the integration of the Justice System Court Administration System.

H. Health & Human Services Dept.

1. **AI-49250**
   Requesting authorization and approval to purchase a total of (5) vehicles through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of **$97,230.00** which includes delivery and a one time Buyboard administration fee. (Project #15-154-OGG)

QTY	DESCRIPTION	AMOUNT
4	2015 Ford F-150 4x2 LB PU	$78,180.00
1	2015 Ford Escape S	$18,650.00
	One time Buyboard Administration Fee	$ 400.00

	TOTAL COMBINED AMOUNT	**$97,230.00**

I. Sheriff's Office

1. AI-49161

a. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 2015-098-03-25-YSS Placement, Housing, Detention & Supervision of Hidalgo County Inmates, in order to proceed forward with the negotiation portion of the procurement process;

	The GEO Group Inc.	LaSalle Corrections
Evaluator 1	99	*DNMS
Evaluator 2	94	*DNMS
Evaluator 3	93	*DNMS
Evaluator 4	80	*DNMS
Average Score	91.5	*DNMS
CC Rank		-

***Does Not Meet the Specifications/Requirements approved by Hidalgo County**

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor __The Geo Group, Inc. for: Placements, Housing, Detention & Supervision of Hidalgo County Inmates.

27. 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-49254

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal

D. AI-49191

CL-15-0896-D; Aurora Fuentes v Palmview I Head Start

E. **AI-49150**
Claim of Francisco F. Garza

F. **AI-49152**
Claim of Jaime V. Villarreal

28. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-49255**
Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal

D. **AI-49192**
CL-15-0896-D; Aurora Fuentes v Palmview I Head Start

E. **AI-49151**
Claim of Francisco F. Garza

F. **AI-49153**
Claim of Jaime V. Villarreal

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

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

31. **Adjourn**

AI-49003 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation Declaring April 2015 as Child Abuse Awareness and Prevention Month - proclamation urges all citizens to work together to help reduce child abuse and neglect significantly in years to come

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2015 08:18 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 03/23/2015 04:03 PM

Final Approval Date: 04/10/2015

PROCLAMATION

DECLARING APRIL 2015 AS CHILD ABUSE AWARENESS MONTH

WHEREAS, 66,572 victims of child abuse and neglect were confirmed in Texas in Fiscal Year 2014; and

WHEREAS, Hidalgo County Child Protective Services had 5,999 investigations of child abuse and neglect in Fiscal Year 2014; and

WHEREAS, of those cases investigated for abuse and neglect, a total of 2,144 were confirmed as victims of child abuse and neglect; and

WHEREAS, there were no child fatalities as a result of child abuse and neglect in Hidalgo County in 2014; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, communities must make every effort to promote programs that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships between agencies, schools, religious organizations, law enforcement agencies and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.

NOW, THEREFORE BE IT RESOLVED that Hidalgo County Commissioners Court does hereby proclaim the month of April 2015 to be Child Abuse Awareness and Prevention Month in Hidalgo County, Texas, and urges all citizens to work together to help reduce child abuse and neglect significantly in years to come.

Dated this 14th day of April, 2015.

_____
RAMON GARCIA
Hidalgo County Judge

_____
A.C. CUELLAR JR.
Commissioner Pct. 1

_____
EDUARDO "EDDIE" CANTU
Commissioner Pct. 2

_____
JOE M. FLORES
Commissioner Pct. 3

_____
JOSEPH PALACIOS
Commissioner Pct. 4

_____
Attest: ARTURO GUAJARDO JR.
County Clerk

AI-49173 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action on letters of support requested by City of Edinburg for the Transportation Alternative Program (TAP) grant applications being submitted through Hidalgo County Metropolitan Planning Organization.

BACKGROUND

Fiscal Impact

Attachments

letter 1
letter 2
letter 3
letter 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/02/2015 01:48 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Sandra Deleon		Started On: 04/02/2015 12:29 PM
Final Approval Date: 04/10/2015		

April 14, 2015

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
Bicycle Master Plan Study

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg Bicycle Master Plan Study Project grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The Plan is to evaluate all existing bicycle facilities as well as study any proposed new facilities. This will assist City's current Safe Passing Ordinance for pedestrians.

This Project is part of the City's overall plan to enhance pedestrian mobility, safety, and connectivity to key points of interest. We fully support the efforts of the City of Edinburg and recommend their grant application be fully funded.

We look forward on continuing to work with the City on this project and future projects, and should you need any additional assistance please feel free to contact me or Roberto Villarreal, Economic Development Director at 956-318-2600.

Sincerely,

Ramon Garcia
County Judge

April 14, 2015

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
Cano Walking Trail Lighting Project

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg Cano Walking Trail Lighting Project grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The project will be Phase II of the City's and Edinburg Consolidated Independent School District Safe Cycling to School Project. The Project which includes the installation of lights will enhance the walking trail from Cano Street to South Middle School on Freddy Gonzalez Drive.

This Project is part of the City's overall plan to enhance pedestrian mobility, safety, and connectivity to key points of interest. I fully support the efforts of the City of Edinburg and recommend their grant application be fully funded.

We look forward on continuing to work with the City on this project and future projects, and should you need any additional assistance please feel free to contact me or Roberto Villarreal, Economic Development Director at 956-318-2600.

Sincerely,

Ramon Garcia
County Judge

April 14, 2015

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
Jackson Rd. Hike & Bike Trail Project Phase II

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg Jackson Road Hike & Bike Trail Project Phase II grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The project will consist of the trail connecting to the current Jackson Rd. Hike and Bike Phase I Project. The trail will proceed west along Canton Rd. to McColl Rd. and ultimately connect to the City of McAllen's 2nd St. Hike and Bike Trail and one Elementary School. The proposed trail will have parking and seating areas with canopies along the route.

The Proposed Hike & Bike Trail will move bicyclists off of Canton Rd., which currently has no designated bicycle lane, and is considered unsafe for bicyclists of all ages by the City of Edinburg. The trail will be crossing the City's Right of Way on McColl Rd.

This Project is part of the City's overall Hike & Bike Master Plan which will enhance pedestrian mobility, safety, and connectivity between the City of McAllen and Edinburg to key points of interest. I fully support the efforts of the City of Edinburg and recommend their grant application be full funded.

We look forward on continuing to work with the City on this project and future projects, and should you need any additional assistance please feel free to contact me or Mr. Roberto Villarreal, Economic Development Director at 956-318-2600.

Sincerely,

Ramon Garcia
County Judge

April 14, 2015

Honorable Richard H. Garcia
Mayor, City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540

RE: City of Edinburg -Transportation Alternatives Program Grant Application
McIntyre Railroad Pedestrian Crossing

Dear Mayor Garcia:

Please let this letter serve as support for the City of Edinburg McIntyre Railroad Pedestrian Crossing Project grant application for the Transportation Alternatives Program (TAP) to be submitted to the Hidalgo County Metropolitan Planning Organization (HCMPO).

The project will consist of a railroad pedestrian crossing to finalize the downtown revitalization McIntyre Streetscape Project which will ultimately connect the Hidalgo County Courthouse, Edinburg City Hall, and the University of Texas-Rio Grande Valley. The pedestrian crossing will be located between 5th and 6th Avenue along McIntyre Street.

The railroad pedestrian crossing will be a one-stop shop with the integration of the Edinburg Transit Terminal which is Phase II of the Downtown Revitalization Plan.

This Project is part of the City's overall plan to enhance pedestrian mobility, safety, and connectivity to key points of interest. I fully support the efforts of the City of Edinburg and recommend their grant application be fully funded.

We look forward on continuing to work with the City on this project and future projects, and should you need any additional assistance please feel free to contact me or Mr. Roberto Villarreal, Economic Development Director at 956-318-2600.

Sincerely,

Ramon Garcia
County Judge

AI-49301 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Letter in Support of The Renaissance Medical Foundation's application for a $5 million U.S. Department of Labor grant to develop and deliver a healthcare professions apprenticeship program to increase the numbers of degreed nurses and other health care professionals

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Letter in support of ...Dept. of Labor grant

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 01:55 PM
Manuel Chapa	Manuel Chapa	04/10/2015 03:52 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/10/2015 01:37 PM

Final Approval Date: 04/10/2015

April 14, 2015

U.S. Department of Labor
Employment and Training Administration
200 Constitution Avenue, NW, Room N4716
Washington, DC 20210

Dear Grants Review Committee:

Hidalgo County is pleased to establish a collaborative partnership with Doctors Hospital at Renaissance, member school districts, higher education partners, and community and workforce organizations to build a nursing careers pipeline for our community.

As a local education service entity chartered by the state of Texas, Region One ESC is charged with providing leadership and support to school districts within a seven county area in deep South Texas along the Texas-Mexico border.

In this capacity, Hidalgo County continuously partners with schools, higher education, local, state, and national agencies, businesses, and community-based organizations to improve the educational landscape of the Rio Grande Valley leading to the increased employability of our constituents.

Region One ESC has a long history of collaboration with all of the entities included in this proposal, and commits to fully participate in this effort in order to build upon the foundation set by these past and current partnerships. As a partner in this collaboration with Doctor's Hospital at Renaissance, Hidalgo County will:

- Fully participate in Advisory Council activities;
- Provide assistance with identification of potential participant pools; and,
- Participate in various Mentorship/Internship programs as accepted by Commissioners Court
- Collaborate with Educational or Prevention/Intervention programs promoting Health Literacy, with the goal of establishing Healthier Lifestyles for our County's families.

The administrative contact(s) for Hidalgo County for this project will be:

Roberto Villarreal
Economic Development Director
Hidalgo County Judge's Office
320 W. University Dr.
Edinburg, Texas 78539
Email: Roberto.villarreal@co.hidalgo.tx.us
Office: 956-318-2600

Eduardo Olivarez (Coordinating partner)
Health Department Director
Hidalgo County Health Department
1304 S. 25th Street
Edinburg, Texas 78539
Email: eddie.olivarez@hchd.org
Office: 956-383-6221

I am confident that Doctor's Hospital at Renaissance has the human capital, the experience, and the capacity to implement a program of this scope. Hidalgo County strongly supports these efforts to address the undeniable need for medical professionals in the Rio Grande Valley, and applauds Doctor's Hospital for their efforts to increase the employability of our constituency toward meeting this dire need.

Sincerely,

Ramon Garcia
County Judge

AI-49321 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action on letter of support requested by Doctors Hospital at Renaissance and Woman's Hospital at Renaissance for the Nurse Family Partnership application to the Health and Human Services Commission.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Sandra Deleon		Started On: 04/10/2015 05:33 PM
Final Approval Date: 04/10/2015		

April 14, 2015

Doctors Hospital at Renaissance
& Women's Hospital at Renaissance
Attn: Ron Tupper, Senior Healthcare Consultant
DHR, Grants & Foundation Programs
5501 South McColl Road
Edinburg, Texas 78539

Dear Mr. Tupper:

As Hidalgo County Judge, I am writing in strong support of the Doctors Hospital at Renaissance and Women's Hospital at Renaissance's Nurse Family Partnership application for funding to the Health and Human Services Commission under RFP 529-16-0003. This program has been a substantial benefit to at-risk mothers in our community and provides an important public health service.

The program provides essential visiting services by registered nurses in the homes of expectant mothers to promote prenatal health and continues to provide home based services through the first two years of the child's life. This type of service is greatly needed in our community, as many women lack the resources necessary to access critical health services before, during and after their pregnancy. Having this evidenced-based, nurse home visitation program for first-time mothers and their children in our community has had a profound impact on their lives.

The need in our community is great, but we are a community that works together to help those who are the most vulnerable. Nurse Family Partnership will continue to be an important addition to the resources we can provide and we look forward to working with this program for many years to come.

Sincerely,

Ramon Garcia
Hidalgo County Judge

AI-49307 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action on an Order approving an Agreement among Hidalgo County, Santana Textiles, L.L.C. and Santana Real Estate, L.L.C. to amend the Tax Abatement Agreement Effective as of July 6, 2010, between Hidalgo County and Santana Textiles, L.L.C.

BACKGROUND

Fiscal Impact

Attachments

order
amendment
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 02:16 PM
Manuel Chapa	Manuel Chapa	04/10/2015 05:08 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Sandra Deleon		Started On: 04/10/2015 02:10 PM
Final Approval Date: 04/10/2015		

ORDER APPROVING AN AGREEMENT AMONG HIDALGO COUNTY, SANTANA TEXTILES, L.L.C. AND SANTANA REAL ESTATE, L.L.C., TO AMEND THE TAX ABATEMENT AGREEMENT EFFECTIVE AS OF JULY 6, 2010, BETWEEN HIDALGO COUNTY AND SANTANA TEXTILES, L.L.C.

WHEREAS, the Commissioners Court deemed it to be in the best interest of the County to enter into that certain Tax Abatement Agreement between Hidalgo County and Santana Textiles, L.L.C. effective July 6, 2010 (the "Santana Agreement"), in accordance with the then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (the "Guidelines and Criteria"), and the County entered into the Santana Agreement concerning the project referenced in the Santana Agreement (the "Project"); and

WHEREAS, as set forth in that certain nonbinding Resolution of Support for Changes to Santana Textiles, L.L.C. Tax Abatement Project approved by Commissioners' Court on January 14, 2015 (the "Resolution"), Santana Textiles, L.L.C. ("Textiles") informed the County that it had invested over 27 million dollars in the Project and completed approximately 95% of the related facility, but had been unable to finance the Project as originally planned due to international restrictions on the flow of capital from its Argentina operation, and instead will be finishing the Project through financing that includes the use of the New Market Tax Credit Program, which will necessitate the restructuring of the Project (the "Restructuring"); and

WHEREAS, the proposed Restructuring includes the sale to Santana Real Estate, L.L.C. ("SRE"), which is also owned by the owners of Textiles, of a portion of the property covered by the Santana Agreement (such portion, the "SRE Property"), which SRE Property will then be leased back to Textiles for the Project, and such Restructuring will allow the Facility to become operational during 2015; and

WHEREAS, Textiles and SRE have informed the County that the proposed Restructuring does not entail any changes to any of the economic development advantages that the County expected when entering into the Santana Agreement, and does not increase the expected value of the tax abatement granted pursuant to the Santana Agreement; and

WHEREAS, the proposed Restructuring would add SRE as a party to the Santana Agreement, requiring an agreement amending the Santana Agreement, which could not occur at the time the Resolution was adopted because the Guidelines and Criteria required Textiles to have paid certain taxes before the County approves such agreement, so the County instead approved the Resolution as a nonbinding expression of support for the Restructuring; and

WHEREAS, Textiles has provided evidence to the County that it has now paid such taxes, and Textiles and SRE have informed the County that the Restructuring is to be implemented this month; and

WHEREAS, the County, Textiles and SRE now need to agree to an amendment to the Santana Agreement to be effective upon the implementation of the Restructuring in order to achieve the goals of the Santana Agreement;

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby approves and authorizes the Agreement among Hidalgo County, Santana Textiles, L.L.C., and Santana Real Estate, L.L.C, Amending Tax Abatement Agreement Effective July 6, 2010, between Hidalgo County and Santana Textiles, L.L.C., in the form attached hereto as Exhibit A, and the County Judge is hereby authorized to execute such agreement on behalf of Hidalgo County.

PASSED, APPROVED, ADOPTED AND ORDERED this the 14th day of April, 2015, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
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

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

AGREEMENT

AMONG HIDALGO COUNTY, SANTANA TEXTILES, L.L.C., AND SANTANA REAL ESTATE, L.L.C,

AMENDING

TAX ABATEMENT AGREEMENT EFFECTIVE JULY 6, 2010, BETWEEN HIDALGO COUNTY AND SANTANA TEXTILES, L.L.C.

AGREEMENT

AMONG HIDALGO COUNTY, SANTANA TEXTILES, L.L.C., AND

SANTANA REAL ESTATE, L.L.C,

AMENDING

TAX ABATEMENT AGREEMENT EFFECTIVE JULY 6, 2010,

BETWEEN HIDALGO COUNTY AND SANTANA TEXTILES, L.L.C.

This Agreement (the "**Amendment**") is entered into as of April 14, 2015, among HIDALGO COUNTY, a political subdivision of the State of Texas (the "**County**"), duly acting herein by and through its duly authorized representatives, pursuant to an Order dated April 14, 2015, by the Hidalgo County Commissioners' Court (hereinafter referred to as the "**Commissioners Court**"), SANTANA TEXTILES, L.L.C., a Texas limited liability company ("**Textiles**") and SANTANA REAL ESTATE, L.L.C., a Texas limited liability company ("**SRE**"), and amends that certain Tax Abatement Agreement (the "**Santana Agreement**") between the County and Textiles entered into effective July 6, 2010.

WITNESSETH:

WHEREAS, the County is committed to the promotion of high quality development in the County, and desires to promote and encourage the types kinds of investment that result in the creation of new jobs, new income and positive economic growth, which is beneficial to the County as a whole; and

WHEREAS, the County gives consideration on a case-by-case basis to providing tax abatement as a stimulation for economic development in the County in accordance with Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas; and

WHEREAS, on the 15th day of June, 2010, the City of Edinburg adopted an Ordinance (the "**Ordinance"**), establishing a City Reinvestment Zone for commercial/industrial tax abatement designated as Reinvestment Zone No. 2010-01 of the City of Edinburg, Texas (the "**Zone**"), as authorized by the Property Redevelopment

and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code § 312.200 et seq., as amended (the "**Act**"); and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Santana Agreement with Textiles in accordance with then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which are attached as Exhibit "A" to the Santana Agreement (as amended by the Commissioners Court through July 6, 2010, the "**Guidelines and Criteria**"); and

WHEREAS, pursuant to the Guidelines and Criteria and the Act, the County entered into the Santana Agreement concerning the project being developed by Textiles in the Zone (the "**Project**"); and

WHEREAS, Textiles agreed in the Santana Agreement to make certain improvements to the **Eligible Facilities** (as such term is defined in the Guidelines and Criteria), which Improvements were expected to result in the creation of a certain number of **Jobs** (as defined in the Guidelines and Criteria) and an increase in the **Property** (as defined in the Santana Agreement) value; and

WHEREAS, as set forth in that certain nonbinding Resolution of Support for Changes to Santana Textiles, L.L.C. Tax Abatement Project approved by Commissioners' Court on January 14, 2015 (the "**Resolution**"), Santana Textiles, L.L.C. informed the County that it had already invested over 27 million dollars in the Project and completed approximately 95% of the 240,765 square foot **Facility** (as defined in the Santana Agreement), but has been unable to finance the Project as originally planned due to international restrictions on the flow of capital from its Argentina operation, and instead will be finishing the Project through financing that includes the use of the New Market Tax Credit Program, which will necessitate the restructuring of the Project as set forth on **Exhibit "1"** attached hereto and made a part hereof (the "**Restructuring**"); and

WHEREAS, the proposed Restructuring of the Project will include two new entities, SRE and Santana Leverage Lender, Inc. (which is not a party to this agreement), both of which will also be owned by the owners of Textiles; and

WHEREAS, the proposed Restructuring includes the sale to SRE of that portion of Textiles property set forth on **Exhibit "2"** attached hereto and made a part hereof (the "**SRE Property**"), which SRE Property will then be leased back to Textiles for the Project; and

WHEREAS, Textiles and SRE have informed the County that the proposed Restructuring does not entail any changes to how the Facility will be operated or to any of the economic development advantages that the County expected when entering into the Santana Agreement, and does not increase the expected value of the tax abatement granted pursuant to the Santana Agreement; and

WHEREAS, Textiles has informed the County that the proposed Restructuring will allow the Facility to become operational during 2015; and

WHEREAS, the proposed Restructuring would add SRE as a party to the Santana Agreement, requiring an agreement amending the Santana Agreement, but at the time of adoption of the Resolution such an agreement could not be approved because the requirements in section IX.C of the Guidelines and Criteria were not met because certain taxes were due from Textiles, so the County instead approved the Resolution as a nonbinding expression of support for the Restructuring; and

WHEREAS, Textiles has provided evidence to the County that it has now paid the taxes that had prevented entering into this Amendment; and

WHEREAS, Textiles and SRE have informed the County that the Restructuring is to be implemented this week, with the target effective date of the Restructuring being April 15, 2015, and the last expected date being April 30, 2015; and

WHEREAS, the parties hereto have agreed to amend the Santana Agreement on the terms set forth herein to be effective upon the implementation of the Restructuring;

NOW, THEREFORE, the County, Textiles and SRE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Santana Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Representations and Warranties.**

   a. Textiles and SRE represent and warrant to the County that (i) the SRE Property is as set forth on Exhibit “2”, (ii) upon implementation of the Restructuring, SRE will be the fee owner of the SRE Property, (iii) Textiles is, and upon implementation of the Restructuring shall remain, the fee owner of all Property other than the SRE Property and (iv) the

statements set forth in the 6th through 14th whereas clauses above are accurate.

b. In connection with Section IX.C. of the Guidelines and Criteria, Textiles and SRE represent and warrant to the County that neither Textiles nor SRE is liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County.

3. **Amendments to Santana Agreement.** On the Effective Date, as defined below:

a. SRE joins and becomes a party to the Santana Agreement.

b. SRE and Textiles shall be jointly and severally liable under the Santana Agreement and this Amendment. References to "Owner" in the Santana Agreement shall be deemed to be references to Textiles and SRE, except with respect to the amended Article III or if the context otherwise requires.

c. In accordance with Section III.G of the Guidelines and Criteria, SRE shall have the status of a lessor with respect to the SRE Property and Textiles shall have the status of a lessee with respect to the SRE Property.

d. The County consents to Textiles' assignment of the SRE Property to SRE, the leaseback of the SRE Property by SRE to Textiles, and the assignment of that portion of the tax abatement, if any, applicable to the SRE Property in accordance with the Santana Agreement as amended by this Amendment.

e. Article III of the Santana Agreement is deleted in its entirety and replaced with the new Article III attached as **Exhibit "3"** hereto and made a part hereof. Exhibit 2 of this Amendment is Exhibit "G" to the Santana Agreement.

f. Section 5.04 of the Santana Agreement is amended to update the addresses for notices as follows:

If to Santana Textiles, L.L.C: Santana Textiles, L.L.C.
6502 Republic Drive
Edinburg, Texas 78541
Attention: Roberto Cantu, CEO

If to Santana Real Estate, L.L.C.: Santana Real Estate, L.L.C.
6502 Republic Drive
Edinburg, Texas 78541
Attention: Roberto Cantu, CEO

4. **Effective Date.** Paragraph 3 above becomes effective upon the implementation of the refinancing referenced above, which shall be defined for purposed of this Amendment as the later of the date hereof and the effective date of any of the following: (i) the transfer of any of the Property or Facilities from Textiles to SRE; (ii) SRE and Textiles entering into a lease pursuant to which Textiles will lease the SRE Property to Textiles; and (iii) the commencement date of the lease between Textiles and SRE relating to any of the Property, the Facilities or the Project. Such date is referred to herein as the "**Effective Date".** SRE and Textiles shall promptly give the County written notice of the occurrence of the Effective Date. On or after June 30, 2015, the County shall have the right to terminate this Amendment on written notice to SRE and Textiles in the event the Effective Date has not occurred or the County has not received written notice from SRE or Textiles that the Effective Date has occurred.

5. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 14th day of April, 2015, authorizing the County Judge to execute this Agreement on behalf of the County.

6. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

7. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreement.** The Agreement, as modified hereby, is ratified and confirmed.

EXECUTED IN TRIPLICATE ORIGINALS as of the 14th day of April, 2015.

SANTANA TEXTILES, L.L.C.

By: _____
Name: Roberto Cantu
Title: CEO

SANTANA REAL ESTATE, L.L.C.

By: _____
Name: Roberto Cantu
Title: CEO

HIDALGO COUNTY, TEXAS

By: _____
Name: Ramon Garcia
Title: Hidalgo County Judge

ATTEST:

_____
Name: Arturo Guajardo, Jr.
Title: Hidalgo County Clerk

APPROVED AS TO FORM FOR COUNTY:

Atlas,Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Exhibit 1

Proposed Financing Related Restructuring of Project

Summary of information on the proposed financing related restructuring of the Project from Santana Textiles, L.L.C.:

The New Market Tax Credit (NMTC) is a program of the US Department of the Treasury designed to incentivize the infusion of capital in economically distressed areas and thus stimulate the economy. A qualifying project must first be identified in the census tract as an area of high poverty. Other considerations to qualification include regional economic impact, environmental sustainability, community partnerships/support and most importantly, job creation and its effects on minorities in the region. Santana Textiles, L.L.C. (STLLC) is an approved project and the funding is scheduled for closing on January 20th, 2015.

Santana Textiles, L.L.C., owners have contributed in excess of $27M. A 240,765 square foot facility that is 95% complete, filled with state of the art manufacturing equipment will be in full production with the proceeds of this loan. The STLLC NMTC loan requires the creation of two wholly owned, owner controlled subsidiaries: Santana Leverage Lender, Inc., and Santana Real Estate, L.L.C. These are the entities that we ask Hidalgo County Commissioners Court to acknowledge and support. The Hidalgo County tax abatement agreement is tremendously important in the financial model considered for funding.

More specifically, Santana Textiles, L.L.C., has carved out three independent structures (administration, cafeteria, and water treatment plant) for a sale (at cost) to Santana Real Estate, L.L.C., and they will then be leased back to STLLC. Both entities are wholly owned and operated by the same owners. No third parties involved.

The timeline for this transaction is as follows:

April 2015 – New Market Tax Credit funding
July 2015 – completion of construction and equipment installation
August 2015 – equipment start-up and trial production runs
September 2015 – full production

Exhibit 2
(As of the Effective Date, Exhibit G to the Santana Agreement)

Description of SRE Property

Lot 6-A and Lot 6-B, REPLAT OF AMENDED PLAT OF Lot 6, NORTH INDUSTRIAL PARK, an Addition to the City of Edinburg, Hidalgo County, Texas, according to Map or Plat thereof filed in the Office of the County Clerk of Hidalgo County, Texas on January 22, 2015, under Clerk's Document No. 2580366.

Together with easements created under that certain Declaration of Reciprocal Easements, dated January 22, 2015, filed for record in the Office of the County Clerk of Hidalgo County, Texas on January 22, 2015, under Clerk's Document No. 2580295, executed by Santana Textiles, L.L.C., a Texas limited liability company, Declarant.

Exhibit 3

Replacement Article III for Santana Agreement

ARTICLE III
PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.00 Pursuant to Owner's restructuring of the Project (the "Restructuring") approved by the County on April 14, 2015, a portion of the Property (the "SRE Property") was assigned to Santana Real Estate, L.L.C. (the Lessor") and leased back pursuant to a written lease (the "Lease") by Owner, who continues to own the remaining portion of the Property. The SRE Property is described on Exhibit "G" attached hereto and made a part hereof.

3.01 A tax abatement, as described herein, shall be granted in each year of the Abatement Period on all newly created value on the Property to the extent that such value is reflected on the tax rolls of the Hidalgo County Appraisal District (the "Tax Rolls") in each such year, but not including any increase in valuation due to reclassification or change in use of the Property or, in accordance with Section 1.02 above, any other increase other than as a result of direct investment by Owner or Lessor in the Property.

3.02 The applicable tax abatement percentage rate under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the cost of the Improvements constructed or installed by Owner or Lessor is certified by Owner or Lessor, as the case may be, and approved by the County.

3.03 In accordance with Section IX.C. of the Guidelines and Criteria, neither Owner nor Lessor shall have the right, without the consent of the County, to assign all or part of its interest in the Property and maintain the tax abatement hereunder. Owner and Lessor acknowledge and agree that the County's consent to the partial assignment as part of the Restructuring does not waive the requirement of obtaining the County's consent to any additional assignment.

3.04 The abatement of ad valorem taxes shall be for a period of ten (10) years that shall (a) commence on the commencement of the first ad valorem tax year after each of the following

events have occurred: (i) the Project has been completed, (ii) the Owner or Lessor has provided documentation confirming amount expended by the Owner and Lessor on the Project, (iii) the new value created may be ascertained from the Tax Rolls, and (iv) the new value or jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements and (b) end on the earlier of (i) ten (10) years following such commencement, (ii) December 31, 2020, (iii) the occurrence of any event which would terminate this Agreement by operation of law, (iv) Owner's breach of any provision of this Agreement, which breach is not cured within the Cure Period (as defined below), (v) Owner's or Lessor's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement and (iv) with respect only to the tax abatement, if any, applicable to the SRE Property, the end of the ad valorem tax year in which the expiration of the Lease (as such Lease may be extended by Lessor and Owner prior to such expiration).

3.05 The percent of value to be abated is for the Property other than the SRE Property is dependent upon the greater of the newly created value (as defined in the Guidelines and Criteria, "Newly Created Value") in the Project to the extent that such cost is reflected in the tax rolls of the Hidalgo County Appraisal District, or the number of full-time Jobs created. With respect to the SRE Property, the abatement for the Lessor will be the applicable amount set forth below based on the Newly Created Value to the extent reflected in the tax rolls of the Hidalgo County Appraisal District and the abatement for the Owner as lessee of the SRE Property will be based on the number of full-time Jobs created by the Project.

Percent of Increase in Property Value To be Abated	**Newly Created Value**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

The amount of Newly Created Value may be less than or equal to but will not be greater than the amount expended by the Owner or by the Lessor and Owner as lessee, as applicable, on the project pursuant to this Agreement. As provided for in Section III.G.(5) and (6) of the Guidelines and Criteria, tax abatement shall be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost and changes in the Taxable Property Value. Therefore, Owner and Lessor shall certify annually to the County the level of Jobs added or lost by providing a current payroll report listing all Jobs. Likewise, if additional capital investments are made, any resulting Newly Created Value will be added to the original Newly Created Value to determine a qualifying tax abatement increase in accordance with the Guidelines and Criteria, which also provide for decreases in certain circumstances. The estimated value of the abatement, based on the Owner's and Lessor's good faith estimate of how the Appraisal District of Hidalgo

County will value the eligible improvements, including the base year value is $171,700,000.00 of Newly Created Value. County may cancel or modify this Agreement if Owner or Lessor fails to comply with the terms and provisions of this Agreement.

3.06 Owner and Lessor shall have the right to protest and contest in accordance with applicable law any and all appraisals or assessments of the Property, or of the improvements thereon, and the tax abatement provided for herein for such Property shall be applied to the amount of taxes finally determined, as a result of such protest or contest, to be due for such Property.

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Hidalgo County/Revised Draft of Agreement Amending Santana Tax Abatement Agreement

From : Michael Leo <michael.leo@co.hidalgo.tx.us> Mon, Apr 13, 2015 04:18 PM

Subject : Fwd: Hidalgo County/Revised Draft of Agreement Amending Santana Tax Abatement Agreement 3 attachments

To : monica badillo <monica.badillo@co.hidalgo.tx.us>

Cc : linda fong <linda.fong@auditor.co.hidalgo.tx.us>, letty chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Debbie Tamez <debbie.tamez@auditor.co.hidalgo.tx.us>, manuel chapa <manuel.chapa@co.hidalgo.tx.us>, Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>

Attached is the backup for AI 49307. Please attach. Also, this email serves as legal approval.

Michael Leo
Executive Assistant III
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr., Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "roberto villarreal" <roberto.villarreal@co.hidalgo.tx.us>, "letty chavez" <letty.chavez@auditor.co.hidalgo.tx.us>, scrain@atlashall.com
Sent: Monday, April 13, 2015 3:42:37 PM
Subject: RE: Hidalgo County/Revised Draft of Agreement Amending Santana Tax Abatement Agreement

Michael,

The attached version is approved as to form by legal. The only change from the previously distributed version is the correction of the reference on the first page to June 2010, which should have been July 2010. Also attached is the draft of the related order.

Debra

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

Atlas Hall Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

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.



image001.jpg
5 KB

Amendment to Santana Tax Abatement Agreement (Final).pdf
255 KB

4-14-2014 Order Adopting Agreement amending Santana Tax Abatement Agreement.pdf
71 KB

AI-49315 **Executive Office** **7. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Community Service Agency:
1. Discussion, consideration, and all appropriate action to appoint and fill the position of Executive Director for Community Service Agency (CSA)
2. Approval to set salary.
3. Discussion, consideration and action authorizing payment of anticipated overtime to CSA employees

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 04:00 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/10/2015 03:34 PM

Final Approval Date: 04/10/2015

AI-49185 **Executive Office** **7. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority for Valde Guerra, Executive Officer, to sign letter allowing County Clerk for the destruction of former Justice of the Peace Pct. #5 obsolete documents due to closure of office.

BACKGROUND

List of items for destruction:

· 461 unused/pre-numbered/pre-signed paper for certified copies of vital statistics
· 297 voided/pre-numbered/pre-signed paper for certified copies of vital statistics
· 65 voided/unnumbered paper for certified copies of vital statistics

---

Fiscal Impact

Attachments

email
Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:17 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/06/2015 11:33 AM

Final Approval Date: 04/10/2015

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Destruction of Justice of the Peace Jackson Documents

From : Valde Guerra <valde.guerra@co.hidalgo.tx.us> Thu, Apr 02, 2015 10:45 AM
Subject : Fwd: Destruction of Justice of the Peace Jackson Documents 1 attachment
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Monica,

Please ask Victor to draft letter for my signature.

Respectfully,

Valde Guerra
CEO

Sent from my iPhone

Begin forwarded message:

From: Yvonne Torres <yvonne.torres@auditor.co.hidalgo.tx.us>
Date: April 2, 2015 at 10:41:16 AM CDT
To: "'Valde Guerra'" <valde.guerra@co.hidalgo.tx.us>
Cc: "'Ray Eufracio'" <ray.eufracio@auditor.co.hidalgo.tx.us>, "'Linda Fong'" <linda.fong@auditor.co.hidalgo.tx.us>, "'Arcy Duran'" <arcy.duran@auditor.co.hidalgo.tx.us>
Subject: Destruction of Justice of the Peace Jackson Documents

RAY EUFRACIO, CPA
HIDALGO COUNTY AUDITOR

Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-MAIL: Ray.Eufracio@auditor.co.hidalgo.tx.us
WEBSITE: www.co.hidalgo.tx.us/auditor

To: Valde Guerra, Commissioners Court Executive Officer
From: Ray Eufracio, CPA
Hidalgo County Auditor
RE: Destruction of Justice of the Peace Jackson Documents

On December 30, 2014 the Auditor's Office took into possession the following items from Justice of the Peace Jackson's staff due to the closure of the office.

- **461 unused/pre-numbered/pre-signed paper for certified copies of vital statistics**
- **297 voided/pre-numbered/pre-signed paper for certified copies of vital**

statistics

- **65 voided/unnumbered paper for certified copies of vital statistics**

In order for County Clerk to destroy the above mentioned items, they require a letter signed by the elected official directing them to destroy the documents along with a completed "Hidalgo County Clerk's Office Inventory List for Other Departments" form. Since Justice of the Peace Jackson is no longer in office, Victor M. Garza, Assistant District Attorney, has advised that a letter be submitted by your office to the County Clerk directing the destruction of the items listed above. Attached is the completed "Hidalgo County Clerk's Office Inventory List for Other Departments" form.

Please provide us a copy of the letter so that we can coordinate with the County Clerk's office the transfer of the above mentioned items.

Your prompt response will be greatly appreciated. If you should have any questions, please contact Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, Arcy B. Duran, Director of Audit at ext. 4645, or me at ext. 4604.

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

4.2.2015 County Clerks-Destroy Form.xls
133 KB

HIDALGO COUNTY CLERKS OFFICE

INVENTORY LIST(S) FOR OTHER DEPARTMENTS

DEPT. NAME : Executive Office on behalf of Justice of the Peace Espiridion Jackson **DATE:** 4/2/2015

TOTAL AMT. OF BOXES (TO DESTROY): 1

QTY. of BOXES	YEAR OF BOXES	RECORD SERIES # Ex.:(0000-00) CAN BE OBTAINED FROM TX ARCHIVE LIBRARY RETENTION SCHEDULE	DEPARTMENT NAME	DESCRIPTION of CONTENTS BEING DESTROYED	DESTROY DATE THAT IDENTIFIES WHEN THE DOCUMENTS CAN BE DESTROYED
1	2015	N/A	Justice of the Peace Espiridion Jackson	461 Unused/pre-numbered/ pre-signed paper for certified copies of vital records 297 voided/pre-numbered/ pre-signed paper for certified copies of vital records 65 voided/unnumbered paper for certified copies of vital records	

*****WHEN NEEDING TO SHRED @ THE COUNTY CLERKS RECORDS MANAGEMENT WAREHOUSE*****

WE REQUIRE THAT YOU SUBMIT A LIST OF THE INFORMATION TO BE SHREDDED & ALSO A COPY OF THE RETENTION SECTION
THAT ALLOWS YOUR DEPARTMENT TO SHRED THE DOCUMENTS ALONG WITH A LETTERHEAD ATTACHED AS A COVER PAGE
SIGNED BY A SUPERVISOR/PERSON INCHARGE OF THE DESTRUCTION OF THE INFORMATION FROM YOUR OFFICE.
TO OBTAIN YOUR DEPARTMENT'S RETENTION SCHEDULE YOU CAN GO TO THE FOLLOWING WEBSITE:

www.tsl.state.tx.us

THEN JUST CLICK ON **(Go to the schedules)** AND DOWNLOAD THE PDF FILE THAT IS FOR YOUR DEPARTMENT
PLEASE ATTACH ONLY THE RETENTION SECTION THAT APPLIES TO THE RECORDS THAT ARE GOING TO BE DESTROYED

AI-49273 **Executive Office** **7. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to submit application for the purpose of attaining a quote for cyber insurance with authority for Executive Officer to sign necessary documents

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact
insurance application for ... attaining a quote

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 01:14 PM
Manuel Chapa	Manuel Chapa	04/10/2015 11:06 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/09/2015 11:38 AM

Final Approval Date: 04/10/2015

beazley

INFORMATION SECURITY & PRIVACY INSURANCE WITH ELECTRONIC MEDIA LIABILITY COVERAGE

NOTICE: COVERAGE UNDER THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

PLEASE READ THIS POLICY CAREFULLY.

Please fully answer all questions and submit all requested information. If the Applicant is a private company, please attach a copy of your most recent financial statement.

I. GENERAL INFORMATION			
Full Name:	Hidalgo County		
Mailing Address:	9805 N. 10th St.	State of Incorporation:	Texas
City:	McAllen	State & Zip:	TX 78504
# of Employees:	3545	Date Established:	1852
Website URL's:	www.co.hidalgo.tx.us		
Authorized Officer [1]:	Valde Guerra	Telephone:	(956) 292-7655
		E-mail:	Valde.Guerra@co.hidalgo.tx.us
Business Description:	County Government		

II. REVENUE INFORMATION:			
	Most Recent Twelve (12) months: (ending: 12/31/13)	Previous Year	Next Year (estimate)
US Revenue:	174,330,471.00	165,648,723.00	175,000,000.00
Non-US Revenue:			
Total Revenue:	174,330,471.00	165,648,723.00	175,000,000.00

Are significant changes in the nature or size of the Applicant's business anticipated over the next twelve (12) months? Or have there been any such changes in the past twelve (12) months?	☐ Yes	☑ No
If yes, please explain:		

Has the Applicant in the past twelve (12) months completed or agreed to, or does it contemplate within the next twelve (12) months, a merger, acquisition, consolidation, whether or not such transactions were or will be completed?	☐ Yes	☑ No
If yes, please explain:		

[1] The officer of the Applicant that is designated to receive any and all notices from the Insurer or its authorized representative(s) concerning this insurance.

III. MANAGEMENT OF PRIVACY EXPOSURES		
1. Has the Applicant designated a Chief Privacy Officer? If no, please indicate what position (if any) is responsible for privacy issues:	☑ Yes	☐ No
2. Does the Applicant have a written corporate-wide privacy policy? If yes, please attach a copy of the privacy policy to this application. SEE ATTACHED	☑ Yes	☐ No
3. Is the Applicant in compliance with its privacy policy? If no, please provide details regarding such non-compliance:	☑ Yes	☐ No
4. Does the Applicant accept credit cards for goods sold or services rendered? If yes: A. Please state the Applicant's approximate percentage of revenues from credit card transactions in the most recent twelve (12) months: % 2.1 B. Is the Applicant compliant with applicable data security standards issued by financial institutions the Applicant transacts business with (e.g. PCI standards)? If the Applicant is not compliant with applicable data security standards, please describe the current status of any compliance work and the estimated date of completion:	☑ Yes ☑ Yes	☐ No ☐ No
5. Does the Applicant restrict employee access to personally identifiable on a business-need to know basis?	☑ Yes	☐ No
6. Does the Applicant require third parties with which it shares personally identifiable information or confidential information to indemnify the Applicant for legal liability arising out of the release of such information due to the fault or negligence of the third party?	☐ Yes	☑ No
7. Is the Applicant aware of any release, loss or disclosure of personally identifiable information in its care, custody or control, or anyone holding such information on behalf of the Applicant in the most recent three year time period from the date of this Application? If yes, please describe:	☐ Yes	☑ No
8. Has the Applicant implemented an identity theft prevention program (aka FTC "Red Flags" program)?	☐ Yes	☑ No

beazley

IV. COMPUTER SYSTEMS CONTROLS

If the Applicant has completed a full IT-Security Assessment, please check here ☐ and skip this section.

1. Has the Applicant designated a Chief Security Officer as respects computer systems?	☑ Yes	☐ No
If no, please indicate what position is responsible for computer security:		
2. Does the Applicant publish and distribute written computer and information systems policies and procedures to its employees?	☑ Yes	☐ No
3. Does the Applicant conduct training for every employee user of the information systems in security issues and procedures for its computer systems?	☑ Yes	☐ No
4. Does the Applicant have :		
A. a disaster recovery plan?	☑ Yes	☐ No
B. a business continuity plan?	☑ Yes	☐ No
C. an incident response plan for network intrusions and virus incidents?	☑ Yes	☐ No
How often are such plans tested? YEARLY		
5. Does the Applicant have a program in place to test or audit security controls on an annual or more frequent basis?	☑ Yes	☐ No
If yes, please summarize the scope of such audits and/or tests: AUDIT DONE QUARTERLY (SECURITY & ASSESSMENT OF NETWORK)		
6. Does the Applicant terminate all associated computer access and user accounts as part of the regular exit process when an employee leaves the company?	☑ Yes	☐ No
7. Is all valuable/sensitive data backed-up by the Applicant on a daily basis?	☑ Yes	☐ No
If no, please describe exceptions:		
8. Is at least one complete back-up file generation stored and secured off-site separate from the Applicant's main operations in a restricted area?	☑ Yes	☐ No
If no, describe the procedure used by the Applicant, if any, to store or secure copies of valuable/sensitive data off-site?		
9. Does the Applicant have and enforce policies concerning when internal and external communication should be encrypted?	☐ Yes	☑ No
A. Does the Applicant encrypt data stored on laptop computers and portable media?	☐ Yes	☑ No
B. Does the Applicant encrypt data stored on back-up tapes?	☐ Yes	☑ No
C. Does the Applicant encrypt data "at rest" within computer databases?	☑ Yes	☐ No
10. Does the Applicant enforce a software update process including installation of software "patches"?	☑ Yes	☐ No
If Yes, are critical patches installed within thirty (30) days of release?	☑ Yes	☐ No

11. Please describe your network infrastructure:

	Anti-virus	Firewall	ISP	Intrusion Detection	
Primary vendor:	TREND MICRO	CISCO	TIME WARNER	CISCO	
Other significant vendor:					

12. How often are virus signatures updated? ☑ Automatic Updates ☐ Weekly ☐ Monthly ☐ Other

13. Does the Applicant require computer service providers who may have access to confidential information or personally identifiable information to demonstrate adequate security policies and procedures?	☑ Yes	☐ No
A. Are computer service providers required by contract to indemnify the Applicant for harm arising from a breach of the provider's security?	☑ Yes	☐ No
14. Has the Applicant suffered any known intrusions (i.e., unauthorized access or security breach) or denial of service attacks relating to its computer systems in the most recent three (3) year time period from the date of this Application?	☑ Yes	☐ No
If yes, describe any such intrusions or attacks, including any damage caused by any such intrusions, including lost time, lost business income, or costs to repair any damage to systems or to reconstruct data or software, describe the damage that occurred, and state value of any lost time, income and the costs of any repair or reconstruction:	SEE ATTACHED MEMO DATED JUNE 1, 2014	

V. CONTENT CONTROLS

1. Please describe content produced by the Applicant: DATA & SERVICES (BOTH PUBLIC & CONFIDENTIAL) (I.E. LAW, HEALTH, ETC..)		
2. Does the Applicant have a procedure for responding to allegations that content created, displayed or published by the Applicant is libelous, infringing, or in violation of a third party's privacy rights?	☑ Yes	☐ No
3. Does the Applicant have a qualified attorney review all content prior to posting on the Insured's Internet Site?	☑ Yes	☐ No
If yes, does the review include screening the content for the following:	☑ Yes	☐ No
A. disparagement issues?	☑ Yes	☐ No
B. copywriting infringement?	☑ Yes	☐ No
C. trademark infringement?	☑ Yes	☐ No
D. invasion of privacy?	☑ Yes	☐ No
If no to question 3., please describe procedures to avoid the posting of improper or infringing content:		
4. Has the Applicant screened all trademarks used by the Applicant for infringement with existing trademarks prior to first use?	☐ Yes	☑ No
A. Has the Applicant acquired any trademarks from others in the past three (3) years?	☐ Yes	☑ No
If Yes, were acquired trademarks screened for infringement?	☐ Yes	☐ No
5. Within the last three (3) years, has the Applicant ever received a complaint or cease and desist demand alleging trademark, copyright, invasion of privacy, or defamation with regard to any content published, displayed or distributed by or on behalf of the Applicant?	☐ Yes	☑ No
If yes, please provide details regarding any such demands:		

VI. PRIOR INSURANCE

1. Does the Applicant currently have insurance in place covering media, privacy or network security exposures? ☐ Yes ☑ No

If yes, please provide the following:

Insurer	Limits	Retention	Policy Period	Premium	Retroactive Date
N/A					

N/A					

2.	Has any professional liability, privacy, network security or media insurance ever been declined or cancelled? If yes, please provide details:	☐ Yes	☑ No

VII.	PRIOR CLAIMS AND CIRCUMSTANCES		
1.	Has the Applicant ever received any claims or complaints with respect to allegations of invasion of or injury to privacy, identity theft, theft of information, breach of information security, software copyright infringement or content infringement or been required to provide notification to individuals due to an actual or suspected disclosure of personal information? If yes, Provide details of each such claim, allegation or incident, including costs, losses or damages incurred or paid, and any amounts paid as a loss under any insurance policy:	☐ Yes	☑ No
2.	Has the Applicant been subject to any government action, investigation or subpoena regarding any alleged violation of any law or regulation? If yes, please provide details of any such action, investigation or subpoena:	☐ Yes	☑ No
3.	Has the Applicant ever experienced an extortion attempt or demand with respect to its computer systems? If yes, please provide details:	☐ Yes	☑ No
4.	Has the Applicant notified consumers of a data breach incident in accordance with a data breach notification law in the past three (3) years? If yes, please provide details:	☐ Yes	☑ No
5.	Has the Applicant notified consumers of a data breach incident in accordance with a data breach notification law in the past three (3) years? If yes, please provide details:	☐ Yes	☑ No
6.	Does the Applicant, or any director, officer, employee or other proposed insured have knowledge or information of any fact, circumstance, situation, event or transaction which may give rise to a claim or privacy breach notification under the proposed insurance? If yes, provide details:	☐ Yes	☑ No

THE UNDERSIGNED IS AUTHORIZED BY THE APPLICANT AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL APPLICATIONS, AND THE MATERIALS SUBMITTED HEREWITH ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THE APPLICANT AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

I HAVE READ THE FOREGOING APPLICATION FOR INSURANCE INCLUDING ATTACHMENT 'A' AND REPRESENT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

FRAUD WARNING

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT (S)HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO COLORADO INSUREDS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURERS OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN **APPLICATION** CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO LOUISIANA AND MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MINNESOTA APPLICANTS: A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN **APPLICATION**

FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS AND KENTUCKY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN **APPLICATION** FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signed:

_____

Must be signed by corporate officer with authority to sign on Applicant's behalf

Date: ____ ____ ____
Day Month Year

Policy 10.00 – Information Technology Privacy Policy

- ALL Electronic media (analog and digital; video, files or other media) created, sent, received, recorded or otherwise stored on information resources owned, leased, administered, or otherwise under the custody and control of Hidalgo County are not private and may be accessed by Hidalgo County at any time without knowledge of the IR user or owner.
- Electronic media controlled by Law Enforcement may, in certain cases, be deemed evidence and not subject to access by non law enforcement staff.
- To manage systems and enforce security, Hidalgo County may log, review, and otherwise utilize any information stored on or passing through its IR systems in accordance with the provisions and safeguards provided in the Texas Administrative Code 202, Information Resource Standards. For these same purposes, Hidalgo County may also capture User activity such as telephone numbers dialed and web sites visited.
- A wide variety of third parties have entrusted their information to Hidalgo County for business purposes, and all workers at Hidalgo County must do their best to safeguard the privacy and security of this information. The most important of these third parties is the individual customer; customer account data is accordingly confidential and access will be strictly limited based on business need for access.
- Users must report any weaknesses in Hidalgo County computer security, any incidents of possible misuse or violation of this agreement to the proper authorities by contacting the appropriate management.
- Users must not attempt to access or install any data or programs contained on Hidalgo County systems for which they do not have authorization or explicit consent from the department system administrator or the IT department.

QUESTION 2 SUPPLEMENT

COUNTY of HIDALGO, Texas
Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us



June 1, 2014

MEMORANDUM

As per your request, the following is a brief description of the events of April 25, 2014. Since the incident is still under investigation by law enforcement agencies, I am not allowed to share specific details.

On the night of April 25, 2014, a person outside the County logged into our County email system. Our log files show this person logged in around 9:45PM. At 10:14PM an email was sent to all users of the email system with vulgar language and technical references to vulnerabilities of the operating system that is run on the County mail server. Fortunatley we became aware immediatley of this email and shut down the County's mail server within ten minutes of the receipt of this email.

Over the weekend the County's Information Technology staff worked to check the security of the entire county network. Configurations and passwords were changed, log files were reviewed, and outside security experts where brought in to look at our network. Since that time the Information Technology department has further enhanced the security of the County's information system resources, implemented tighter security policies for users and will purchase advanced network security devices and services.

We are confident to no County data was compromised or lost. We will continue to enhance our security and internal procedures in order to mitigate any future risks.

I thank you for your time and attention to this matter, if you have any questions feel free to contact me.

Renan A. Ramirez
Chief Information Officer
Hidalgo County, Texas

Question 14 Supplement

AI-49154 **Executive Office** **7. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

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

BACKGROUND

DOI: 11/24/14 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

Apollo Managing General Agency Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:43 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 10:08 AM
Final Approval Date: 04/10/2015		

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

1967

Apollo Managing General Agency
CLAIMS ACCOUNT
P.O. BOX 1629
ALLEN, TX 75013

BANK OF TEXAS
www.bankoftexas.com
00-0/000

TOTAL LOSS ON 2008 FORD EXPEDITION # 7788

DATE
March 24, 2015

AMOUNT
$8,855.00

PAY EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE AND 00/100 DOLLARS

TO THE ORDER OF
HIDALGO COUNTY, SHERIFF'S DEPARTMENT
9805 NORTH 10TH STREET
MCALLEN, TX 78504

VOID AFTER 180 DAYS

Bryan K Nance
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈1967⑈ ⑆111014325⑆ 8095174510⑈

1967

Apollo Managing General Agency
CLAIMS ACCOUNT

DATE ISSUED:	March 24, 2015
ISSUING CODE:	C
AMOUNT:	$8,855.00
REASON:	Loss Payment
ADJUSTER:	Jessica Solomon
CLAIM NUMBER:	2014-01369-B
DATE OF LOSS:	11/24/2014
INSURED:	ARTURO HERNANDEZ
CLAIMANT:	THE COUNTY OF HIDAL(

HIDALGO COUNTY SAFETY DIVISION- LAURO TORRES
9805 NORTH 10TH STREET
MCALLEN, TX 78504

1967

Apollo Managing General Agency
CLAIMS ACCOUNT

CHECK:
HIDALGO COUNTY, SHERIFF'S DEPARTMENT
9805 NORTH 10TH STREET
MCALLEN, TX 78504

DATE ISSUED:	March 24, 2015
ISSUING CODE:	C
AMOUNT:	$8,855.00
REASON:	Loss Payment
ADJUSTER:	Jessica Solomon
CLAIM NUMBER:	2014-01369-B
DATE OF LOSS:	11/24/2014
INSURED:	ARTURO HERNANDEZ
CLAIMANT:	THE COUNTY OF HIDAL(

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

RE: First Contact Letter to Insd and Clmt 2014-01369

From : Lisa Lewis <Lisa.Lewis@apollomga.com> Tue, Mar 10, 2015 09:57 AM

Subject : RE: First Contact Letter to Insd and Clmt 2014-01369 2 attachments

To : 'Lauro Torres' <lauro.torres@co.hidalgo.tx.us>

I will send you the release for $8855.00 today.

Thank you,
Lisa

Lisa Lewis
Property Damage Claims Manager
Apollo Managing General Agency, LLC
Email: **Lisa.Lewis@apollomga.com**
Phone: **972-827-3240**
Ext: 73240
Fax: 972-695-4036

APOLLO MANAGING GENERAL AGENCY

"Insuring a Better Tomorrow... Today..."

From: Lauro Torres [mailto:lauro.torres@co.hidalgo.tx.us]
Sent: Tuesday, March 10, 2015 9:47 AM
To: Lisa Lewis
Subject: Re: First Contact Letter to Insd and Clmt 2014-01369

Good Morning,

Can you come up an extra $355 towards the removal of the equipment?

Lauro Torres
Administrative Assistant IV
County of Hidalgo Executive Office
2818 S. Business Hwy. 281, Admin Bldg.
Edinburg, TX. 78539
(956) 292-7030 ext. 5604 - Office

UNIVERSAL CLAIMS SERVICES, INC.

TOTAL LOSS EVALUATION

INSURED: Hidalgo County **CLAIM/POLICY #:** _____

CLAIMANT: _____ **DATE OF LOSS:** 11/24/2014

YEAR/MAKE/MODEL: 2008 Ford Expedition XLT Dr SUV

VIN: 1FMU15548LA07788 **MILEAGE** 230,000

NADA Value 'S Book Value 12/2014 Mo/Yr

Basic Model	$ 9,135.00
Condition Adj.	$ 500.00 +
	$
	$
Total	$ 8,635.00

ACV/DEALER QUOTES:

1. Lovitt Auto LLC — Internet — $ 8,850.00-500.00= 8,350.00
2. Don Brothers — Internet — $ 9,550.00-500.00= 9,050.00
3. Performance Dodge — Internet — $ 9,000.00-500.00= 8,500.00

Average Value $ 8,633.33 + taxes $ 539.58 + DMV $30.50 = $ 9,203.41

Salvage Bids:

1. Rey's Auto Salv. — (956) 787-8300 — $ 1,100.00
2. Discount Auto — (956) 342-9586 — $ 1,000.00
3. American Auto — (956) 783-0146 — $ 950.00

AI-49156 **Executive Office** **7. G.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $394.64 to settle claim for County property damages.(Precinct 2)

BACKGROUND

DOI: 01/25/15 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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

State Farm Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:44 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 10:19 AM
Final Approval Date: 04/10/2015		

PAYMENT NO 1 25 563739 J
PAYMENT AMOUNT $394.64
ISSUE DATE 03-25-2015
AUTHORIZED BY FISHER, DARRELL
PHONE (877) 806-6920

CLAIM NO 53-5R87-416
LOSS DATE 01-25-2015
POLICY NO 2437-217-53C
INSURED RANGEL, GERARDO JR

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN TX 78504-9529

REMARKS Payment for invoices

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	394.64

RETAIN STUB FOR RECORDS

COPYRIGHT CAPTURE ANTI-FRAUD PROTECTION

StateFarm STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS 1 25 563739 J

STRATEGIC STAFFING GROUP
SSG - AUTO OFFIC P08PCL323

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

DATE 03-25-2015 MM DD YYYY

CLAIM NO 53-5R87-416 INSURED RANGEL, GERARDO JR
LOSS DATE 01-25-2015

**********EXACTLY THREE HUNDRED NINETY-FOUR AND 64/100 DOLLARS $*******394.64

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

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

⑈ 2517563739⑈ ⑆044115443⑆ 627119209⑈

Damage Estimate

Date: January 28, 2015

Expiration Date:
February 28, 2015

To: Charlie Contreras

For damages at
North San Juan Park,
San Juan, Tx.

2 areas	Skeleton leaf daisy	6' X 6' area, (9) 1 gal plants on 2' cntrs=total 18 plants	$8.00 each	$144.00
4 ea	Turks cap plants	1 gal plants	$8.00 each	$32.00
1	Neem concentrate	Wound care for huisache tree applied on bi weekly basis for 2 months	$30.00	$30.00

Total Discount

Subtotal $206.00

Sales Tax

Total $206.00

Quotation prepared by: Sylvia Casselman, President, Deep South Texas Master Gardener Association

This is a quotation on the goods named, subject to the conditions noted below

THIS ESTIMATE IS FOR MATERIALS ONLY. IT DOES NOT INCLUDE THE COST OF LABOR.

Sylvia Casselman 1725 San Street, Mission, Tx 281-614-9632 email: sylvia.casselman@yahoo.com

sergio.reyes

From: Yolanda Cisneros [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Monday, February 23, 2015 3:23 PM
To: sergio.reyes
Subject: Re: Estimate

Sergio - based on the information given by Mr. Contreras for labor total of **$188.64.**

Yoli M. Cisneros
Administrative Assistant II
Hidalgo County Precinct 2-Compound
301 East State, Pharr, TX 78577
Office (956) 787-1891 Ext. 2002
Fax (956)787-4683

From: "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>
To: "sergio.reyes" <sergio.reyes@co.hidalgo.tx.us>
Sent: Monday, February 23, 2015 2:42:28 PM
Subject: Re: Estimate

Let me verify the information with him and get you that labor cost.

Yoli M. Cisneros
Administrative Assistant II
Hidalgo County Precinct 2-Compound
301 East State, Pharr, TX 78577
Office (956) 787-1891 Ext. 2002
Fax (956)787-4683

From: "sergio.reyes" <sergio.reyes@co.hidalgo.tx.us>
To: "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>
Sent: Monday, February 23, 2015 2:42:17 PM
Subject: RE: Estimate

Yoli,

I spoke with Charlie this morning regarding the cost for repairs at the San Juan Park (Report# 15-01-25-0900). You send me the cost estimate to replace the plants, but not for the labor. I need the cost estimate for the Labor part...since we are going to fix in house, I need something from your office with the amount so that we can proceed with the claim. I want to say Charlie mentioned that it would take 2 employees approximately 8 hours of labor to accomplish the repairs. Can you send me something to reflect that. Let me know if you have any questions.

AI-49319 **County Judge's Office** **7. H.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Erika Reyna, COUNTY JUDGE **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action regarding assignment of Department Liaisons.

BACKGROUND

Fiscal Impact

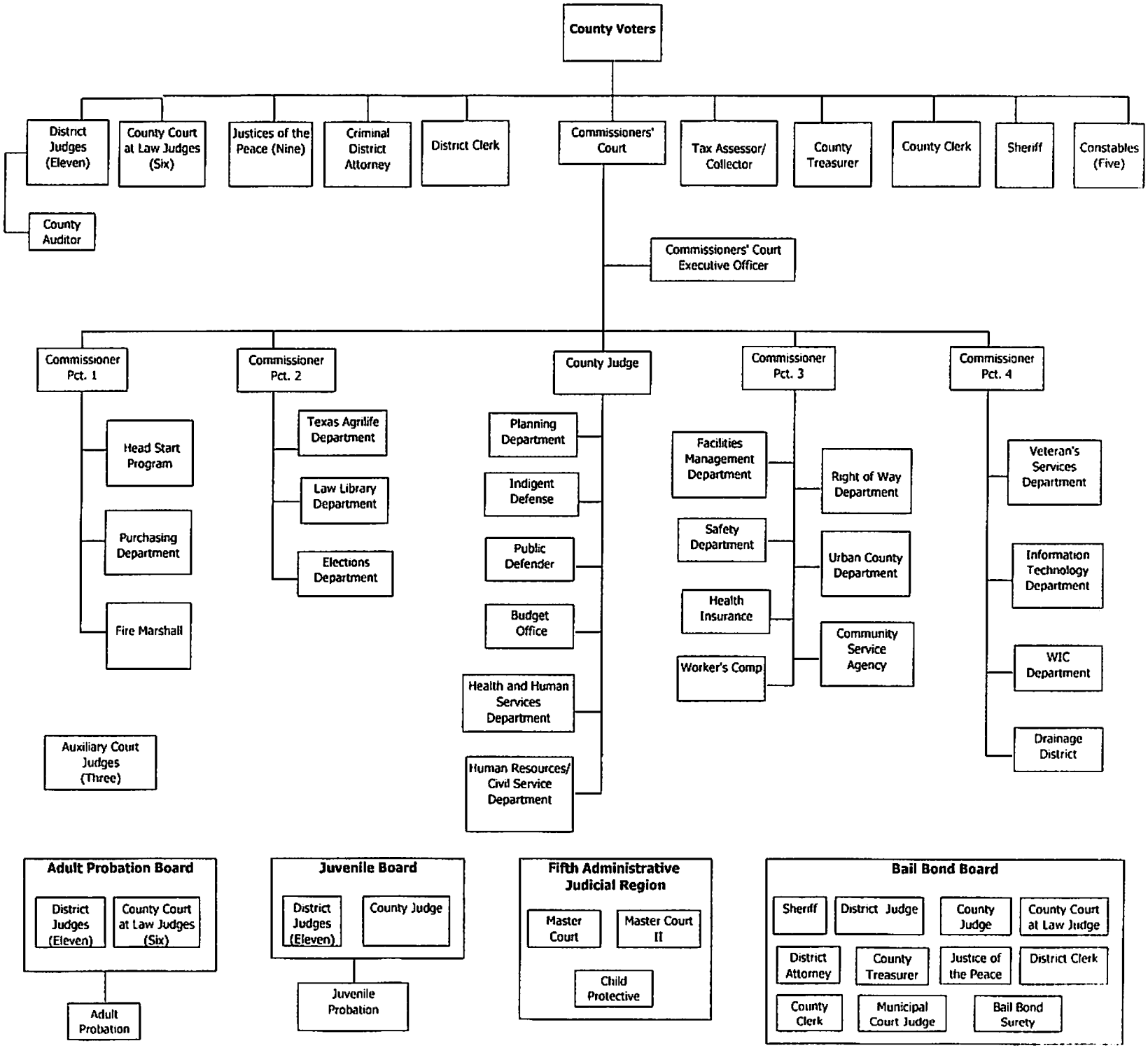
Attachments

CHART

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Monica Badillo		Started On: 04/10/2015 05:10 PM
Final Approval Date: 04/10/2015		

ORGANIZATIONAL CHART



AI-49270 **District Attorney** **8. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: DISTRICT ATTORNEY

Information

CAPTION

Discussion and consideration of presentation by Hidalgo County Criminal District Attorney related to program on outside housing of inmates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 01:12 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/09/2015 11:31 AM

Final Approval Date: 04/10/2015

AI-49231 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DISTRICT ATTORNEY (1100):
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 (04/20/15):

Action	Dept/Prog	Slot#	Position Title	Proposed Budgeted Salary/Allowance
Create /Add Auto Allowance	080-002	0112	Assistant District Attorney II	$58,100.00
				$900.00
Create /Add Auto Allowance	080-002	0113	Assistant District Attorney II	$58,100.00
				$900.00
Create	080-002	0114	Administrative Assistant I	$30,000.00
Create	080-002	0115	Administrative Assistant I	$30,000.00
Create	080-002	0116	Criminal Investigator II	$55,000.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:**

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

BUDGETARY IMPACT:

UNDETERMINED

Attachments

Fiscal Note
PAR & JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:19 AM
Obdett Calzada	Obdett Calzada	04/10/2015 03:21 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Diana Munoz		Started On: 04/08/2015 01:43 PM
Final Approval Date: 04/10/2015		

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, April 14, 2015 Agenda Item: 49231

Summary of request/proposal:
CRIM DA (1100)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE NEXT FULL PAY PERIOD, 4/20/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ASSISTANT DA II	0112	113	0.00	58,100.00	58,100.00
1100	ASSISTANT DA II	0113	113	0.00	58,100.00	58,100.00
1100	ADMIN ASSISTANT I	0114	113	0.00	30,000.00	30,000.00
1100	ADMIN ASSISTANT I	0115	113	0.00	30,000.00	30,000.00
1100	CRIMINAL INVESTIGATOR II	0116	113	0.00	55,000.00	55,000.00
1100	ASSISTANT DA II (ALLOWANCE)	0112	118	0.00	900.00	900.00
1100	ASSISTANT DA II (ALLOWANCE)	0113	118	0.00	900.00	900.00
				0.00	233,000.00	233,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0	113	CRIM DA	REGULAR FULL TIME	$162,991.57
5-1100-412-00-080-002-0	118	CRIM DA	AUTO ALLOWANCE	$1,268.97
5-1100-412-00-080-002-0	211	CRIM DA	HEALTH INSURANCE	$20,895.63
5-1100-412-00-080-002-0	212	CRIM DA	LIFE INSURANCE	$132.40
5-1100-412-00-080-002-0	220	CRIM DA	FICA	$12,565.93
5-1100-412-00-080-002-0	230	CRIM DA	RETIREMENT	$17,460.90
5-1100-412-00-080-002-0	250	CRIM DA	UNEMPLOYMENT COMP	$985.56
5-1100-412-00-080-002-0	260	CRIM DA	WORKER'S COMP	$180.69
			2015 Budgetary Impact	$216,481.65

2016 Budgetary Impact: $307,074.50

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) **DATE:** 3/25/2015

CURRENT POSITION TITLE: N/A **CURRENT SLOT #:** 0112 & 0113

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD AUTO ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount: (CRIM DA 080-002)

080-002	$	0.00	$	2 x $58,100.00	$	116,200.00
		Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Auto Allowance Amount: (CRIM DA 080-002)

080-002	$	0.00	$	2 x $900.00	$	1,800.00
		Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other 5-1100-412-00-080-002-0-XXX CRIMINAL DA ACCT. & WILL REQUIRE ADDITIONAL FUNDS

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 [X]
Non-Exempt [ ]

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

POSITIONS ARE NECESSARY TO ALLOW THE DISTRICT ATTORNEY TO MEET STATUTORY OBLIGATIONS AS WELL AS TO DECREASE THE COSTS RELATED TO OUTSIDE HOUSING OF INMATES.

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.	Rosalinda Cantu for Ricardo Rodriguez Jr.	04/07/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X NO
	DEPARTMENT HEAD	Date				
2.	Estela A. Cortez	4/9/2015	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		4-13-2015	BUDGET PROCEDURES COMPLETED	☐	YES	☑ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY II

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

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
APR - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) **DATE:** 3/25/2015

CURRENT POSITION TITLE: N/A **CURRENT SLOT #:** 0114 & 0115

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: (CRIM DA 080-002)

$ 0.00	$ 2 x $30,000.00	$ 60,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other 5-1100-412-00-080-002-0-XXX CRIMINAL DA ACCT. & WILL REQUIRE ADDITIONAL FUNDS

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)

POSITIONS ARE NECESSARY TO ALLOW THE DISTRICT ATTORNEY TO MEET STATUTORY OBLIGATIONS AS WELL AS TO DECREASE THE COSTS RELATED TO OUTSIDE HOUSING OF INMATES.

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.	Rolanda Cantu for Ricardo Rodriguez, Jr. DEPARTMENT HEAD	04/07/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X NO
2.	HUMAN RESOURCES DIRECTOR	4/9/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4-13-2015 Date	BUDGET PROCEDURES COMPLETED	☐	YES	☑ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

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
APR - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) **DATE:** 3/25/2015

CURRENT POSITION TITLE: N/A **CURRENT SLOT #:** 0116

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: (CRIM DA 080-002)

$ 0.00	$ 55,000.00	$ 55,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other 5-1100-412-00-080-002-0-XXX CRIMINAL DA ACCT. & WILL REQUIRE ADDITIONAL FUNDS

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)

POSITIONS ARE NECESSARY TO ALLOW THE DISTRICT ATTORNEY TO MEET STATUTORY OBLIGATIONS AS WELL AS TO DECREASE THE COSTS RELATED TO OUTSIDE HOUSING OF INMATES.

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.	Rosalinda Cantu for Ricardo Rodriguez, Jr.	04/07/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X NO
	DEPARTMENT HEAD	Date				
2.	Estella A. Cortez	4/9/2015	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		4.13.2015	BUDGET PROCEDURES COMPLETED	☐	YES	☑ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CRIMINAL INVESTIGATOR II

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates videotaped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer

Associate's degree in Law Enforcement

Certificates, Licenses, Registrations

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights 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

AI-49320 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: HUMAN RESOURCES

Information

CAPTION

CCL# 8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval to create one (1) temporary full-time Clerk I position, slot T006 at $10.10 per hour, not to exceed six (6) months.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

fiscal note

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel	Damaris San Miguel	04/10/2015 05:36 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Damaris San Miguel Started On: 04/10/2015 05:12 PM

Final Approval Date: 04/10/2015

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, April 14, 2015 Agenda Item: 49320

Summary of request/proposal:
CCL #8 (1100):
Discussion, consideration and approval to create one (1) temporary full time position, not to exceed six (6) months:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T006	121	0.00	10,504.00	10,504.00
				0.00	10,504.00	10,504.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-028-001-0-	121	CCL#8	TEMP F/T EMPLOYEES	$10,504.00
5-1100-412-00-028-001-0-	211	CCL#8	HEALTH INSURANCE	$0.00
5-1100-412-00-028-001-0-	212	CCL#8	LIFE INSURANCE	$0.00
5-1100-412-00-028-001-0-	220	CCL#8	FICA	$803.56
5-1100-412-00-028-001-0-	230	CCL#8	RETIREMENT	$0.00
5-1100-412-00-028-001-0-	250	CCL#8	UNEMPLOYMENT COMP	$63.02
5-1100-412-00-028-001-0-	260	CCL#8	WORKER'S COMP	$22.06
			2015 Budgetary Impact	$11,392.64

2016 Budgetary Impact: $11,392.64

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-49198 **Human Resources** **9. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

WIC ADM / Lactation Services (1292):
1. Discussion, consideration and approval of the following personnel actions:

Action	Dept/Program	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	350-001	0012	Accountant IV	$57,462.00
Delete	350-001	0219	Coordinator IV	$56,238.00
Create	350-001	0254	Registered Dietitian II	$52,306.00
Create	350-001	0255	Administrative Assistant IV	$38,000.00
Create	350-001	0256	Administrative Assistant IV	$38,000.00
Delete	350-013	0001	Coordinator IV	$56,162.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** See Below

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

BUDGETARY IMPACT:

WIC ADM 5-1292-441-00-350-001-5-XXX
Pending CC approval of intra-departmental transfer (AI- 49147).

WIC LACTATION SERVICES 5-1292-441-00-350-013-5-XXX
No budgetary impact- Cost savings.

Attachments

Fiscal Note(s)
PAR & JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:18 AM
Obdett Calzada	Obdett Calzada	04/10/2015 03:21 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Diana Munoz		Started On: 04/07/2015 09:34 AM
Final Approval Date: 04/10/2015		

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, April 14, 2015 Agenda Item: 49198

Summary of request/proposal:
WIC ADM (1292)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	ACCOUNTANT IV	0012	113	57,462.00	0.00	(57,462.00)
1292	COORDINATOR IV	0219	113	56,238.00	0.00	(56,238.00)
1292	REGISTERED DIETICIAN II	0254	113	0.00	52,306.00	52,306.00
1292	ADMIN ASSISTANT IV	0255	113	0.00	38,000.00	38,000.00
1292	ADMIN ASSISTANT IV	0256	113	0.00	38,000.00	38,000.00
				113,700.00	128,306.00	14,606.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1292-441-00-350-001-5	113	WIC ADM	REGULAR FULL TIME	$6,827.33
5-1292-441-00-350-001-5	211	WIC ADM	HEALTH INSURANCE	$2,770.94
5-1292-441-00-350-001-5	212	WIC ADM	LIFE INSURANCE	$17.56
5-1292-441-00-350-001-5	220	WIC ADM	FICA	$522.29
5-1292-441-00-350-001-5	230	WIC ADM	RETIREMENT	$725.74
5-1292-441-00-350-001-5	250	WIC ADM	UNEMPLOYMENT COMP	$40.96
5-1292-441-00-350-001-5	260	WIC ADM	WORKER'S COMP	$64.18
			2015 Budgetary Impact	$10,969.00

Pro-rated amounts from 4/14/15 to 9/30/15

2016 Budgetary Impact: $23,466.48

Possible Funding Sources: PENDING CC APPROVAL OF INTRA-DEPARTMENTAL TRANSFER (AI- 49147)

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, April 14, 2015 Agenda Item: 49198

Summary of request/proposal:
WIC LACTATION SERVICES (1292)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	COORDINATOR IV	0001	113	56,162.00	0.00	(56,162.00)
				56,162.00	0.00	(56,162.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1292-441-00-350-013-5	113	WIC LACTATION SERVICES	REGULAR FULL TIME	($26,251.97)
5-1292-441-00-350-013-5	211	WIC LACTATION SERVICES	HEALTH INSURANCE	($2,770.94)
5-1292-441-00-350-013-5	212	WIC LACTATION SERVICES	LIFE INSURANCE	($17.56)
5-1292-441-00-350-013-5	220	WIC LACTATION SERVICES	FICA	($2,008.28)
5-1292-441-00-350-013-5	230	WIC LACTATION SERVICES	RETIREMENT	($2,790.58)
5-1292-441-00-350-013-5	250	WIC LACTATION SERVICES	UNEMPLOYMENT COMP	($157.51)
5-1292-441-00-350-013-5	260	WIC LACTATION SERVICES	WORKER'S COMP	($246.77)
			2015 Budgetary Impact	($34,243.61)

Pro-rated amounts from 4/14/15 to 9/30/15

2016 Budgetary Impact: ($73,258.86)

Possible Funding Sources: COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 3-31-15

CURRENT POSITION TITLE: Accountant IV

CURRENT SLOT. #: 001-012

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 57,462.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (57,462.00) / ~~0~~ (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)

Vacant

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

sdfsdfsdf N/A

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.

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	3-31-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. sdfgsdfg HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4-13-2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 3-31-15

CURRENT POSITION TITLE: Coordinator IV **CURRENT SLOT. #:** 001-219

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 56,238.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (56,238.00) (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)

Vacant

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

sdfsdfsdf N/A

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.

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 3-31-15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 4/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4-13-2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 3-31-15

CURRENT POSITION TITLE:

CURRENT SLOT. #: 254

REQUESTED POSITION TITLE:
(For new positions or reclassifications) REGISTERED DIETICIAN II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

52,306.00

Salary Amount: $ 0 (Current Budgeted Salary) $ 52,306.00 (Proposed Budgeted Salary) $ ~~0~~ (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)

We are experiencing an increase in High Risk County-wide that require Nutrition counseling from an experienced Registered Dietician.

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

sdfsdfsdf See job description attached.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-31-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04-13-2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

REGISTERED DIETITIAN II

GENERAL DESCRIPTION

Performs advance (senior-level) nutrition work. Work involves planning food selection and nutritional programs; providing counseling, technical assistance, and referrals on nutrition and dietary services; and developing food technology testing procedures. Works under moderate supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Interviews clients, staff, and clients' relatives to obtain information related to clients' dietary needs

Develops and implements nutrition care plans based on nutritional need assessments

Provides nutrition education and dietary counseling services

Provides consultation and technical assistance to aid in the development of nutrition education programs

Evaluates data on food market research, food specification, and nutrition analysis procedures

Refers individuals to other agencies or institutions for nutrition and dietary services as appropriate

Assists in developing nutrition education brochures and related materials, and provides education literature to individuals and groups

Assists in planning and conducting nutrition training sessions

Interfaces with medical personnel closely as to appropriate nutrition care of client; Acts as liaison to other health professionals and community agencies for referrals of clients

May assists with patient flow and customer service

May supervise and train staff

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four to five (4-5) years of experience in nutrition, public health, or related field

Graduation from an accredited four-year college or university with major course work in food and nutrition, food systems management, food science, or a related field

Two (2) years of experience may be substituted for one (1) year of education

Certificates, Licenses & Registration

Licensed certificate as Nutritionist or Dietitian required

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

Knowledge of food and nutrition, of food systems management, and food science and technology principles

Ability to counsel on food and nutrition, develop nutrition care plans, conduct evaluations of food and nutrition, and communicate effectively

Knowledge of human nutrition requirements through the life cycle

Knowledge of nutrition education techniques

Ability to assess eligibility for a service

Ability to assess diets and prepare and present nutrition education materials

Must have experience working with spreadsheets and/or word processing software

Must have good verbal and written communication/presentation skills

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

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
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 3-31-15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 255,256

REQUESTED POSITION TITLE: Administrative Assistant IV
(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 (Current Budgeted Salary) $ 38,000.00 x2 (Proposed Budgeted Salary) $ ~~0~~ 76,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Lack of Administrative staff especially with new grants that have been added to program.

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

sdfsdfsdf See job description attached.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-31-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4-13-2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

ADMINISTRATIVE ASSISTANT IV

GENERAL DESCRIPTION

Employee performs advanced (senior-level) administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

May assist in compiling and analyzing data, making calculations, and preparing reports

May research, compose, design, or edit agency publications such as brochures, forms, manuals, and reports

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in administrative support work in a government setting

Graduation from an accredited four-year college or university with major course work in related field.

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement new systems and procedures and evaluate their effectiveness

Ability to communicate effectively

Ability to effectively interpret programs and plans

Ability to train others

Ability to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 3-31-15

CURRENT POSITION TITLE: Coordinator IV
5-1292-441-00-350-013-5

CURRENT SLOT. #: 001

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: $ 56,162.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (56,162.00) (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)

Vacant

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

sdfsdfsdf N/A

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.

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 3-31-15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 4/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4-13-2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-49206 **Human Resources** **9. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Texas Agrilife Extension Service (1100):
1. Approval of the following position title change, effective next full pay period (04/20/15):

Dept/Program	Slot#	Current Position Title	Proposed Position Title
380-001	A009	Coordinator	County Extension Agent Horticulture (CEA-Horticulture)

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact- title change request.

Attachments

PAR & JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:19 AM
Obdett Calzada	Obdett Calzada	04/10/2015 03:22 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Diana Munoz Started On: 04/07/2015 11:36 AM
Final Approval Date: 04/10/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Texas A&M AgriLife Extension Service (380-001) **DATE:** 3/24/2015

CURRENT POSITION TITLE: Coordinator **CURRENT SLOT. #:** A009

REQUESTED POSITION TITLE: County Extension Agent-Horticulture (CEA-Horticulture)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

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

POSITION SALARY REQUEST:

Supplemental ~~Salary~~ Amount: $ 20,475.00 Current ~~Budgeted Salary~~ Budgeted Supplemental Allowance $ 20,475.00 Proposed ~~Budgeted Salary~~ Budgeted Supplemental Allowance $ -0- Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Salary stays the same

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)

Coordinator, Barbara Storz retired 9/30/2014 and position goes back to original title - County Extension Agent-Horticulture.

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)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Andrea Valdez	3/27/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Bobby A. Ortega	3/31/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	4-13-2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.				
DEPARTMENT HEAD	DATE			
HUMAN RESOURCES DIRECTOR	DATE			
DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY TX AGRILIFE EXTENSION

CEA- HORTICULTURE

GENERAL DESCRIPTION

The County Extension Agent – Horticulture is a member of the County Extension staff. Employee has the responsibility for developing a County Extension educational program in their area of ornamental horticulture designed to assist people in the County, maintain and improve the home and community landscape as well as assisting the commercial procedures of horticultural specialty crops in production, processing and marketing.

EXAMPLES OF WORK PERFORMED

Program Planning

Coordinates the program in the planning state first with the County Extension Agent, Agent Program Leaders, Existing programs, already instigated by the County Agent, are adapted into the new program if they meet the overall plan

Recognizes key individuals and groups in the community interested in horticulture and brings them into planning conferences with the County Agent. From these leaders an Ornamental Horticulture Committee is formed. Program suggestions of this committee are solicited and their guidance is encouraged

Plans to exploit mass media (television, radio, newspaper) by meeting and explaining the program to managers, announcers and appropriate editors for cooperative time and space

Describes the program to the nurserymen's association, the pest control operators association, garden clubs, garden centers, the Chamber of Commerce and other groups interested in ornamental or in community beautification

Offers to assist Parks and Recreation Departments in solving technical problems and supports their efforts to improve and enlarge their park areas

Confers with headquarters-based Extensions specialists in regard to procedures in diagnosis and interpretation of questions and answers to field problems and in educational aids

Program Implementation

Develops subject matter and training materials available through Extension and USDA publications, trade and society publications, libraries (slide and film), horticultural supply

company representative and meetings, clinics and conventions appropriate to ornamental horticulture

Promotes regular and periodic television and radio programs and taped messages and writes a weekly newspaper column, news releases and bulletins timely to the gardening season

Establishes a slide library on landscaping and plant material that is pertinent to the county or area involved. This includes photographic work locally as well as use of existing slides from headquarters

Establishes a county herbarium to include both exotic and native plants with priority given to woody ornamentals - for teaching and reference

Maintains a log of occurrences affecting ornamental plant material throughout the year. This includes climatic observations (ie: first frost date in the fall), insect and disease infestation, spray dates and so on

Develops a library of reference material that can be conveniently used by all members of County Extension staff

Keeps a file of correspondence and bulletins for easy reference using the Extension filing system

Conducts workshops, schools and clinics for appropriate community groups both for leader training and employee and lay persons

Participates actively in public relations work through membership in appropriate clubs and committees and accepts opportunities to address groups where the story of ornamental horticulture and Extension work can be told

Sets up field demonstrations, where feasible, on plants, fertilizers and pesticides to determine local value or techniques.

Evaluation

Continuously evaluates the program by (1) recording and filing comments by the public through letters, personal contact and by telephone; (2) by questioning audiences during group presentations and by their comments under "Remarks" on their registration cards; (3) by questionnaires and surveys sent to selected mailing lists; (4) by results of field demonstrations conducted; (5) summary evaluation through monthly and narrative reports

Professional Improvement

Maintains membership in professional societies relative to their field, participates in society meetings when practicable and keeps abreast of advancing technology by reviewing periodicals and bulletins as they are received

Continues their studies for advanced degrees and takes advantage of short courses when offered when they will contribute to their knowledge and competency

Publishes results of field demonstrations or observations through Extension channels when the results will contribute to the knowledge of ornamental horticulture

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

Regular attendance is a must

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Masters degree in horticulture, landscape architecture, floriculture or a closely related field

Two (2) years experience in horticultural growing, landscaping, retail nursery and garden center or greenhouse work

Must have good writing and speaking ability and demonstrate training in educational methods and communications

Sales or advertising experience preferred

Interest in working with people to develop cooperative educational programs in the community

Bilingual is preferred

Certificates, Licenses, & Registrations

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

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

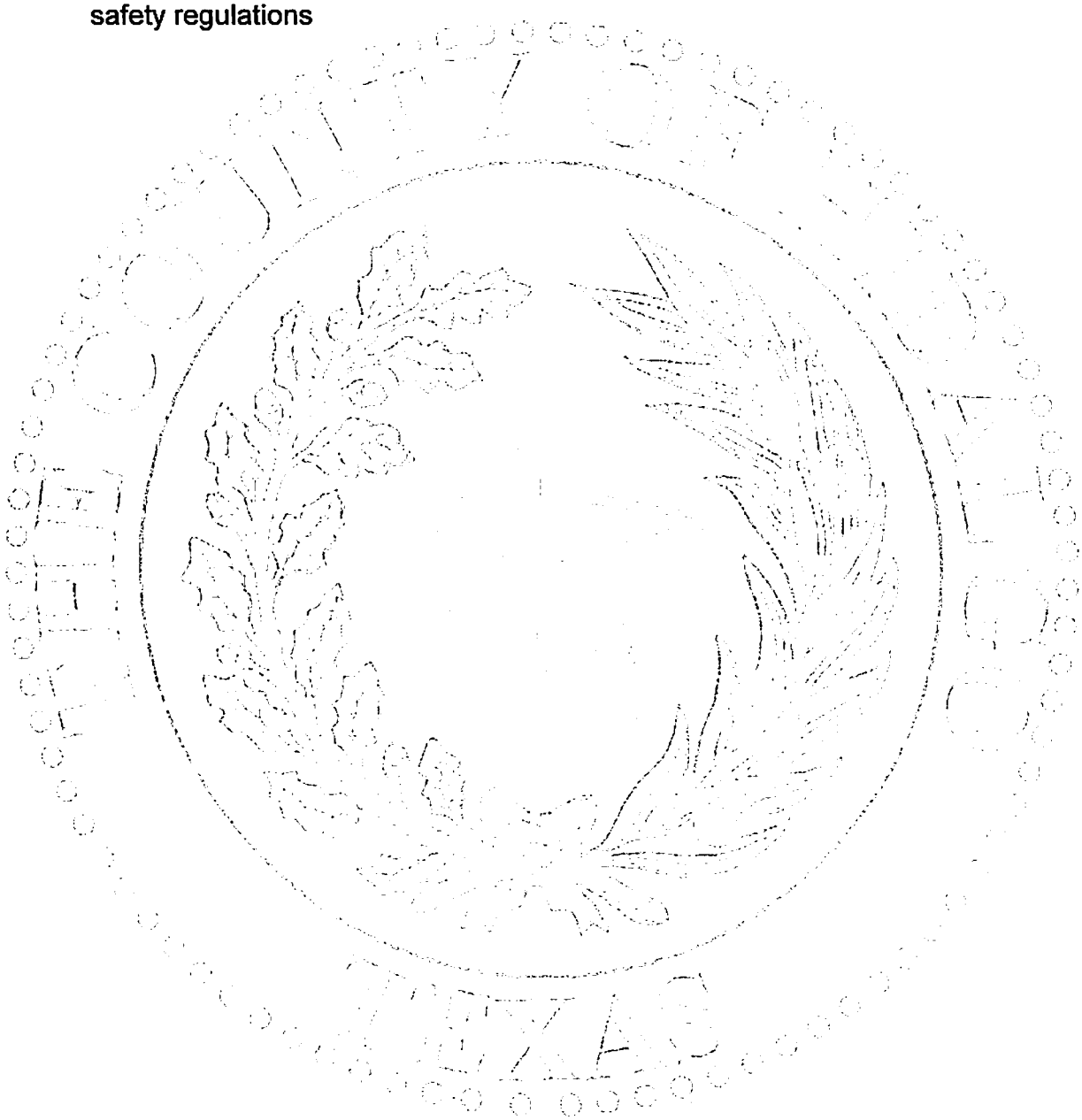
Effectively handle a work environment and conditions which involve:

- 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



AI-49263 **Human Resources** **9. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

389TH DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval to decrease and increase interpreter pay allowance to the following positions, effective next full pay period of 04/20/2015:

Action	Slot#	Dept/Prog	Position Title	Current Allowance Amount	Proposed Allowance Amount
Decrease Interpreter Allowance	0004	008-001	Assistant Coordinator	$4,000.00	$3,000.00
Increase Interpreter Allowance	0003	008-001	Bailiff	$1,000.00	$3,000.00

3. Approval of inter-departmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Co Wide Adm- Contingency

Attachments

Fiscal Note
Transfer
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:20 AM

Obdett Calzada	Obdett Calzada	04/10/2015 03:22 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Diana Munoz		Started On: 04/09/2015 10:12 AM
Final Approval Date: 04/10/2015		

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, April 14, 2015 Agenda Item: 49263

Summary of request/proposal:
389th DC-
APPROVAL TO DECREASE/INCREASE THE INTERPRETER PAY ALLOWANCE TO THE FOLLOWING POSITIONS, EFFECTIVE NEXT FULL PAY PERIOD OF 4/20/15:

Fund	Position	Slot #	Obj	Current Budgeted Allowance	Proposed Budgeted Allowance	Total Requested
1100	ASSISTANT COORDINATOR	0004	116	4,000.00	3,000.00	(1,000.00)
1100	BAILIFF	0003	116	1,000.00	3,000.00	2,000.00
				5,000.00	6,000.00	1,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-008-001-0	116	389TH DC	INTERPRETER PAY	$1,000.00
5-1100-412-00-008-001-0	211	389TH DC	HEALTH INSURANCE	$0.00
5-1100-412-00-008-001-0	212	389TH DC	LIFE INSURANCE	$0.00
5-1100-412-00-008-001-0	220	389TH DC	FICA	$76.50
5-1100-412-00-008-001-0	230	389TH DC	RETIREMENT	$106.30
5-1100-412-00-008-001-0	250	389TH DC	UNEMPLOYMENT COMP	$6.00
5-1100-412-00-008-001-0	260	389TH DC	WORKER'S COMP	$2.10
			2015 Budgetary Impact	$1,190.90

2016 Budgetary Impact: $1,190.90

Possible Funding Sources: CO WIDE ADM-CONTINGENCY
5-1100-415-00-115-002-0-899

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: April 14, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for 389th DC

2015
Transfer

AI- 49263

ACCOUNT NUMBER: 5-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0	899	CO WIDE ADM	CONTINGENCY	(1,190.90)
TO				
5-1100-412-00-008-001-0	116	389th DC	INTERPRETER PAY	1,000.00
5-1100-412-00-008-001-0	220	389th DC	FICA	76.50
5-1100-412-00-008-001-0	230	389th DC	RETIREMENT	106.30
5-1100-412-00-008-001-0	250	389th DC	UNEMPLOYMENT COMP	6.00
5-1100-412-00-008-001-0	260	389th DC	WORKER'S COMP	2.10
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interdepartmental transfer needed to fund the 389th DC at the same interpreter pay allowance level as the rest of the District Courts.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
APR 07 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 389TH DC (008-001) DATE: 4/7/2015

CURRENT POSITION TITLE: ASSISTANT COORDINATOR CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: ASSISTANT COORDINATOR

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DECREASE ALLOWANCE PAY

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

POSITION SALARY REQUEST:

INTERPRETER ALLOWANCE AMOUNT:

$ 4,000.00	$ 3,000.00	$ (1,000.00)
Current G&S/ Budgeted Allowance	Proposed G&S/ Budgeted Allow.	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- SURPLUS FUNDS WILL BE UTILIZED FOR THE REQUESTED INTERPRETER ALLOWANCE INCREASE FOR SLOT NO. 0003

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)

Funds will be utilized for the requested Interpreter allowance increase for slot No. 0003 - Bailiff.

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	4/2/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/9/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4-13-2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
APR 07 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 389TH DC (008-001) DATE: 4/7/2015

CURRENT POSITION TITLE: BAILIFF CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: BAILIFF

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other INCREASE ALLOWANCE PAY

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

POSITION SALARY REQUEST:

INTERPRETER ALLOWANCE AMOUNT:

$ 1,000.00	$ 3,000.00	$ 2,000.00
Current G&S/ Budgeted Allowance	Proposed G&S/ Budgeted Allow.	Net Change

Position to be funded from one of the following:

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

[✓] Other Co. Wide Adm. - Contingency Account

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)

Qualifications, years of law enforcement experience and she will assist the court in interpreting to Spanish-speaking defendants.

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	4/7/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐	NO
2. HUMAN RESOURCES DIRECTOR	4/9/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4.13.2015 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

AI-49267 **Human Resources** **9. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct 1 Road Maintenance (1200):
1. Discussion, consideration, and approval of the following salary adjustment, effective 04/20/15:

Action	Dept/ Prog	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjust-ment
Salary Adjustment (Increase)	121-005	0142	Maintenance II	$24,708.00	$25,000.00	$292.00

2. Approval of intra-departmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Personnel action to be funded via intra-departmental transfer from operating budget.

Attachments

Fiscal Note
Transfer
PARS
job desc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 11:26 AM
Obdett Calzada	Obdett Calzada	04/10/2015 03:23 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Diana Munoz		Started On: 04/09/2015 11:12 AM

Final Approval Date: 04/10/2015

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, April 14, 2015 Agenda Item: 49267

Summary of request/proposal:
PCT 1 RD MAINTENANCE (1200)-
APPROVAL OF THE FOLLOWING SALARY ADJUSTMENT, EFFECTIVE NEXT FULL PAY PERIOD, 4/20/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	MAINTENANCE II	0142	113	24,708.00	25,000.00	292.00
				24,708.00	25,000.00	292.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-121-005-0	113	PCT 1 RD MAINTENANCE	REGULAR FULL TIME	$205.85
5-1200-431-00-121-005-0	211	PCT 1 RD MAINTENANCE	HEALTH INSURANCE	$0.00
5-1200-431-00-121-005-0	212	PCT 1 RD MAINTENANCE	LIFE INSURANCE	$0.00
5-1200-431-00-121-005-0	220	PCT 1 RD MAINTENANCE	FICA	$15.75
5-1200-431-00-121-005-0	230	PCT 1 RD MAINTENANCE	RETIREMENT	$21.88
5-1200-431-00-121-005-0	250	PCT 1 RD MAINTENANCE	UNEMPLOYMENT COMP	$1.24
5-1200-431-00-121-005-0	260	PCT 1 RD MAINTENANCE	WORKER'S COMP	$14.16
			2015 Budgetary Impact	$258.88

2016 Budgetary Impact: $367.22

Possible Funding Sources: Operating Budget: 5-1200-431-00-121-005-0-610

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: April 14, 2015

DEPARTMENT HEAD: Sergio Cruz

AI - 49267

DEPARTMENT NAME: Dept of Budget & Mgmt for - Pct 1 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-121-005-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
610	GENERAL SUPPLIES	**113**	Reg F/T Employees	**205.85**
610	GENERAL SUPPLIES	**220**	FICA	**15.75**
610	GENERAL SUPPLIES	**230**	Retirement	**21.88**
610	GENERAL SUPPLIES	**250**	Unemployment Comp	**1.24**
610	GENERAL SUPPLIES	**260**	Workers Comp	**14.16**
			TOTAL	**258.88**

REASON: **To cover the difference in salaries & fringe benefits resulting from position salary adjustment- increase for slot no. 121-005-0142.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 (121-005) DATE: 4/7/2015

CURRENT POSITION TITLE: Maintenance II CURRENT SLOT #: 0142

REQUESTED POSITION TITLE: Maintenance II

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:

$ 24,708.00	$ 25,000.00	$ 292.00
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 Operating Budget

POSITION Type:

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

Full Time Employee 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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Precinct 1, provide a reasonable living wage to county employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioner's precincts.

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	4-7-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	4/9/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4.13.2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY PRECINCT #1

MAINTENANCE II

GENERAL DESCRIPTION

Serves as the general maintenance for the Precincts. This is a responsible position that may involve minimal instruction or supervision. This is a skilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing. Performs all kinds of welding, brazing, and cutting using gas and electric welding equipment.

EXAMPLES OF WORK PERFORMED

Loads materials, trash, brush, etc., onto truck; may sometime unload the same

Assists in cleaning equipment, hand tools and truck

May perform minor repairs to the tools, equipment and truck

Ability to operate and maintain equipment that is used during projects to repair roads, brush pick-up, or clearing of drainage ditches

May install culverts and other road repairs

Cuts high grass or weeds and picks up brush along County right-of-way

Maintains shop area clean on daily basis

May patch County roads

May be required to operate a welder and fabricate and repair equipment by cutting, burning, and welding various metal materials

Regular attendance is a must

Ability to work well with others

Maintains landfill/collection station areas clean on a daily basis

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Two (2) years experience; or

Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties

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

Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment

Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools

Will patch County roads as part of the asphalt patching truck crew with aggregate gravel CRS2 (hot oil)

Ability to read and interpret documents such as safety rules

Maintenance instructions and procedure manuals

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

Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure

Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form

Ability to understand, follow and give oral and written instructions

Must be able to perform all duties of Maintenance I

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

AI-49258 **Human Resources** **9. G.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct 2 - Sanitation (1100):
Approval of the following personnel actions, effective next full pay period (4/20/15):
1. Delete the following position(s):

Action	Program	Slot #	Position Title	Current Budgeted Salary
Delete	122-001 - Sanitation	0017	Maintenance I	$23,015.00
Delete	122-001 - Sanitation	0013	Truck Driver II	$24,963.00

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-001 - Sanitation	0020	Program Manager	$47,800.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Pct 2 Sanitation - No Budgetary Impact/Cost Savings.

Attachments

PARS & JOB DESC

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	04/09/2015 10:43 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Erika Zamora Started On: 04/09/2015 09:24 AM

Final Approval Date: 04/10/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct 2 Sanitation/122-001 **DATE:** 04/07/15

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 0047

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: $ 23,015.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (23,015.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Savings from deletion to fund creation of Position.

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)

Precinct 2 Re-organization plan.

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

N/A

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.

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Erika Zamora DEPARTMENT HEAD	4/9/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. [signature] HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT	4.13.2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct 2 Sanitation/122-001 **DATE:** 04/07/15

CURRENT POSITION TITLE: Truck Driver II **CURRENT SLOT. #:** 0013

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: $ 24,963.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (24,963.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Savings from deletion to fund creation of Position.

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)

Precinct 2 Re-organization plan.

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

N/A

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.

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 4/9/2015	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4.13.2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct 2 Sanitation/122-001 **DATE:** 04/09/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Program Manager - Slot #0020
(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 (Current Budgeted Salary) $ 47,800.00 (Proposed Budgeted Salary) $ 47,800.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other To be funded from savings from Pct 2 Sanitation Deleted Positions

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)

Precinct 2 Re-organization Plan.

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

N/A

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.

N/A

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 DEPARTMENT HEAD	4/9/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	[signature] HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	4.13.2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCTS PRECINCT #2

PROGRAM MANAGER

GENERAL DESCRIPTION

Performs routine (journey-level) administrative and supervisory program work. Work involves assisting in establishing program goals and objectives; Assists in developing program guidelines, procedures, policies, rules, and regulations. Assisting in developing schedules, priorities, and standards for achieving program goals; and assists in evaluating program activities; Provide liaison duties for Precinct 4 drainage Improvement Projects with Drainage District #1, UCP, Pct 2 DIP; Gather DIP data for finance reports preparation and/or presentation; Prepares daily DIP GASB reports; Attends DIP pertinent meetings and reports back to Commissioner. Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees the work of assigned program staff

Prepares and reviews reports on the effectiveness of program activities

Confers with staff on program issues and problems

Assists in planning, implementing, coordinating, monitoring, and evaluating programs

Assists in the development of program guidelines, procedures, policies, rules, and regulations; and monitors compliance

Assists in the preparation of program budget requests

Assists in the preparation of training and operational manuals, educational materials, and information programs

Assists in conducting special investigations, program analyses, and research studies

May provide training or technical assistance in a program area

Supervises the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in the administration of a program relevant to assignment

Graduation from an accredited four (4) year college or university with major course work in a field relevant to assignment

Experience and education may be substituted for one another

A licensed realtor knowledgeable in acquisition of right of way

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of public administration and management

Ability to establish goals and objectives, devise solutions to administrative problems, develop and evaluate administrative policies and procedures, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-49160 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Myra Montoya, SHERIFF DEPT. **Submitted By:** Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:

Approval for requisition #274263 for 2 Data Link Hosted Access for vehicle modems ($37.99 each per month).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 274263 as of 4-1-15 $759.80 for AT&T INTERNET SERVICES.

Attachments

AT&T

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/01/2015 11:13 AM
Budget & Management	Veronica Ortiz	04/01/2015 02:45 PM
Manuel Chapa	Manuel Chapa	04/08/2015 10:13 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Myra Montoya		Started On: 04/01/2015 10:49 AM
Final Approval Date: 04/10/2015		

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: AT&T Data Connect

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriffs Office DEPT #: 280

Quantity: 2

Service: $ 37.99 /mo (x) 10 months = 759.80 Account: 5-1100-421-00-280-001-0--532

Service: $_____/mo (x) ____ months = 0.00 Account:_____-619/664

Requisition Total: 759.80 **Requisition Number:** 274263

(3) **Elected Official/Department Head Authorization for Request:**

Signature Gabriel Castañeda Print Name Division Chief 04/01/2015 Date

(4) **Executive Office Authorization (Commissioner's Court Departments Only):**

_____ _____ _____

Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** AT&T Data Connect

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

8/6/2014

Hidalgo County Sheriff's Office

Provided by
Hector Orellana
Client Solutions Executive 2
956-605-4849
956-630-8403
ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

Kristina Rodriguez
Client Solutions Exec.
210-275-6200
tm2749@att.com
1010 N Saint Marys St
San Antonio, TX 78215

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT

State of Texas DIR Contract: DIR-SDD-1777

Ban number-
Fan number

Customer contact:
Capt. Richard Ozuna
956-393-6022

Service	Quantity	Retail	DIR Cost	Monthly Cost:
DataConnect Government Unlimited Data - Monthly SOC: LTEDDUG	2	$69.99	$37.99	$ 75.98

Product	Quantity	Retail	DIR Cost	One Time Cost:

Accessory	Quantity	Retail	DIR Cost	One Time Cost:

AI-49296 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of REVISED MOU Agreement, due to minor modifications, between HealthWebCE.com LLC and the Hidalgo County Sheriff's Office (prior agreement approved on 02/04/15; AI#48306 and on 3/31/15; AI#49064)

2. Approval of authorization for County Judge, as authorized official, to sign agreement.

BACKGROUND

HealthWebCE.com LLC will provide EMS and Advance EMS Training to HCSO tactical team officers.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Agreement

legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/10/2015 11:58 AM
Budget & Management	Veronica Ortiz	04/10/2015 01:21 PM
Manuel Chapa	Manuel Chapa	04/10/2015 04:28 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/10/2015 11:00 AM
Final Approval Date: 04/10/2015

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

EMS Educational Program

Business Agreement / Memorandum of Understanding

This business agreement is between HealthWebCE.com LLC and Hidalgo County Sheriff's Department (Sub-contractor). It is understood that HealthWebCE as a Tx DSHS approved EMS educational program is responsible in assuring that all courses follow DSHS EMS rules and regulations as stated in Texas Administration Code 157.32. It is understood that sub-contractor is responsible for course administration and management.

Responsibilities of HealthWebCE

1. HealthWebCE will provide coordination/Instruction for all courses as per DSHS rules and regulations.
2. HealthWebCE will conduct the course academy style in a period of 3 weeks that will include didactic, skills, clinical and practicum internships.
3. HealthWebCE will compensate instructors for teaching hours at an hourly rate negotiated by HealthWebCE and the instructor(s) as needed.
4. HealthWebCE will submit all course notification forms to DSHS.
5. HealthWebCE will conduct announced and un-announced course site visits.
6. HealthWebCE will be allowed to review all student files for compliance.
7. HealthWebCE will review and approve all administrative forms of the course.
8. HealthWebCE will collect a student roster on 1st day of course.
9. HealthWebCE will not allow any schedule changes unless proper notification is made to HealthWebCE in a timely manner.
10. HealthWebCE will require each student to have or obtain medical health insurance on or before 1st ambulance ride-along.
11. HealthWebCE will require each student to have a current TB and Hep B immunizations.
12. HealthWebCE will provide multimedia equipment such as projectors, laptop, screens etc. as needed.
13. HealthWebCE will not be responsible for any accidents or injuries that occur at EMS /Hosp/ classroom facilities.
14. HealthWebCE will require sub-contractor to provide a copy of the facility leasing agreement and or letter between hosting organization and HealthWebCE.
15. HealthWebCE will require a 10:1 instructor to student ratio for skills sessions.
16. HealthWebCE will not compensate any clerical or lab assistants not employed with HealthWebCE.
17. HealthWebCE will require each student to sign a release of liability for each clinical practicum site.
18. HealthWebCE will require a minimum of 15 students per class.
19. HealthWebCE will require subcontractor prior notification to HealthWebCE of course location changes as mandated by DSHS.
20. HealthWebCE will provide coordinator visits both scheduled and unscheduled.
21. HealthWebCE will not allow substitution of students for any reason.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

22. HealthWebCE refund policy states that there is no refund after the 1st day of class whether they attended or not and students are still responsible for tuition even if the student drops the course for any reason.
23. HealthWebCE has its own professional liability and general liability in place and is sufficient enough to conduct business with HCSO. No additional insurance requirements are necessary.
24. HealthWebCE will offer following
    - 5-HCSO candidates at no charge
    - Cost for additional candidates is $1,500 each + textbook/ins
    - All candidates receive AHA CPR certification
    - All candidates receive course completion certificate
    - All candidates will be eligible to sit for NREMT exam (nremt exam fees extra)
    - Course only for law enforcement candidates
    - Course open to other law enforcement agencies
    - Course approved by HealthWebCE medical director
    - EMS Instructor course will be offered to those HCSO officers who successfully complete this EMT/Tactical course and become DSHS certified at the EMT level.
    - HealthWebCE will provide EMT continuing education to those HCSO officers who successfully complete this EMT/Tactical course and get DSHS certification at the EMT level.
    - Lesson plan development and/or approval for approved continuing education credit.

Responsibilities of Sub-contractor:

1. Sub-contractor understands that HealthWebCE is approved by Texas Department of State Health Services and is approved to conduct courses being offered.
2. Sub-contractor understands that HealthWebCE will be utilizing a pool of HealthWebCE instructor and/or coordinators to conduct all courses.
3. Sub-contractor will not charge rent for facility use to HealthWebCE.
4. Sub-contractor will provide adequate classroom facilities based on DSHS educational criteria.
5. Sub-contractor will not charge HealthWebCE for utilities such as water and electricity.
6. Sub-contractor will maintain classroom and facilities in adequate conditions.
7. Sub-contractor will not substitute use of facilities and utilities for other charges.
8. Sub-contractor will not charge additional tuition and/or added fees to students for any reasons unless pre-authorized by HealthWebCE and agreed upon.
9. Sub-contractor understands that they will not collect tuition monies from students.
10. Sub-contractor will provide adequate facilities as mandated by Tx DSHS. Facilities shall have adequate heating and cooling, tables and chairs as well as adequate parking.
11. Sub-contractor is not allowed to cancel a course after the course has initiated even if the course is in a financial negative.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

12. Sub-contractor understands that courses may at times lose money and that it is not the responsibility of HealthWebCE to re-reimburse any losses to Sub-contractor.
13. Sub-contractor understands that they may not terminate this agreement once course has initiated for any reasons. Sub-contractor agrees that each course will require a new MOU.
14. Sub-contractor will provide adequate space to store training equipment.
15. Sub-contractor will not use training equipment for real patient care on any emergency or non-emergency calls.
16. Sub-contractor understands that employees taking the course may not be on-duty during class hours and may not leave the class to go on calls.
17. Sub-contractor understands that DSHS representative may visit the classroom for inspection or site visit at any time.
18. Sub-contractor understands that each candidate must make an effort to complete each course and it does not guarantee success on NREMT examination. HealthWebCE will make every effort to prepare each student for success; however it is the student's responsibility to participate as required on their part.
19. Sub-contractor understands that during class hours HealthWebCE instructors may not be utilized for duties that do not pertain to the course or their instructional duties of the course.
20. Sub-contractor understands that if the instructor is also an employee of the sub-contractor they are not allowed to leave the classroom to go on duty calls.
21. Sub-contractor understands that HealthWebCE instructors will follow HealthWebCE policies and procedures as a HealthWebCE employee and at times will wear HealthWebCE uniforms during class.
22. Sub-contractor understands that they may not advertise courses as their own EMS school or academy. All advertisement needs HealthWebCE approval prior to releasing to public.
23. Sub-contractor understands that HealthWebCE is not responsible for accidents that occur on sub-contractors facilities.
24. Sub-contractor understands that HealthWebCE is not responsible for missing non-teaching equipment left unattended at facilities.
25. Sub-contractor understands that if they financially sponsor a student they are responsible for tuition even if the student drops, is unsuccessful or is dropped from the course for any reason.
26. Sub-contractor understands that if a student drops they may not substitute with a different student.
27. Sub-contractor understands that no financial credit for dropped students will be given for any reason.
28. Sub-contractor understands that students will be charged for tuition, textbooks, uniforms and course supplies.
29. Sub-contractor understands that there is no course refund after the 1st day of the course for paying students whether they attended the 1st day or not.
30. Sub-contractor understands that the course will be conducted academy style in a period of 3 weeks and will include didactic, skills, clinical and practicum internships. If additional time is needed due to unforeseen circumstances HealthWebCE will notify DSHS to request an extension as needed.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

31. Sub-contractor understands that students are required to attend every schedule class day. If a student fails to attend class it will be his/her responsibility to obtain information missed. Students cannot miss clinical/practicum shifts.
32. Sub-contractor understands that courses cannot be conducted until DSHS approval course number has been issue by Texas Department of State Health Services.
33. Sub-contractor understands that this MOU takes in effect upon course approval has been given by DSHS. Subcontractor understands that this MOU will only be honored after DSHS course approval has been given and HealthWebCE will not be in breech of agreement if courses are not approved.
34. Sub-contractor understands that HealthWebCE professional and general liability insurance is sufficient enough to conduct business with HCSO and is not required to have any additional insurance. Sub-contractor will not require HealthWebCE to purchase additional insurance during the period of this MOU agreement.

The Above business agreement is between HealthwebCE.com LLC and Hidalgo County Sheriff's Department (Sub-Contractor). This business agreement is considered a legal binding document any deviation from this agreement may lead to legal action. This business agreement can be amended upon mutual agreement of both parties. All rules and regulations for the EMT course will be followed as mandate by Texas Department of State Health Services.

HealthWebCE.com LLC

_____
Josue Alvarado NREMTLP/RN
CEO / Advanced Coordinator

_____ _____
Ramon Garcia, County Judge Print Name

Rosie

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Friday, April 10, 2015 11:58 AM
To: rosieg@hidalgoso.org
Subject: FW: final adjusstment need for MOU. for Tac Medic training
Attachments: HCSO MOU-ammended final (4).docx

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Friday, April 10, 2015 10:50 AM
To: 'Richard Ozuna'; 'Josephine L. Ramirez'
Cc: 'Gabriel Castaneda'; daniel.fuentes@hidalgoso.org
Subject: RE: final adjusstment need for MOU. for Tac Medic training

Capt. Ozuna,

Our office has reviewed the TDSHS – EMS Compliance –South Group correspondence. Based on that review, please see attached amended HealthWebCE agreement, which our office hereby approves as to form.

Please let me know if you require any other assistance.

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

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Friday, April 10, 2015 9:14 AM
To: victor.garza@da.co.hidalgo.tx.us; Josephine L. Ramirez
Cc: 'Gabriel Castaneda'; daniel.fuentes@hidalgoso.org
Subject: FW: final adjusstment need for MOU. for Tac Medic training

All,

Regarding the MOU that was recently signed by the county Judge last week, the State came back and said we need to remove item number 25 completely out (highlighted on attachment) this is not a concern to us we can delete, it simply meant that some of the demonstrated advanced skills could not be preformed by the students (advance skills are meant during real live incidents). I really need to get this approved **by legal today** and placed on commissioner's court for Tuesdays since class was supposed to start Monday.....Please let me know

Thanks,

From: Daniel Fuentes [mailto:daniel.fuentes@hidalgoso.org]
Sent: Friday, April 10, 2015 8:26 AM
To: steven.cortez@hidalgoso.org; gabriel.castaneda@hidalgoso.org; 'Richard Ozuna'; joel.rivera@hidalgoso.org; steve.herrera@hidalgoso.org
Subject: final adjusstment need for MOU. for Tac Medic training

Sir, I was contacted by Joshua Alvarado of Healthweb CE and there is on last correction that needs to be made to the MOU. Line 25 is highlighted and needs to be removed and approved by commissioners court before we are issued the final approval. It is vital that this be presented the next commissioners court for the course to be approved. This is the last correction that is needed. If presented to commissioners court, scheduled April 15, 2015, the course will only be pushed back two days and the class schedule will be adjusted accordingly. I have attached the deficiency letter from the State, scanned copy of the last approved MOU and the MOU with the highlighted section that has to be removed. The removal of this section does not effect the Sheriff's Office section of the MOU in anyway. It only effects the presentation of advanced skills during the course of instruction. Original copies of the documents will be delivered to Captain Ozuna. Please advise me of anything else I can do to facilitate the process.

Senior Deputy Daniel Fuentes
Hidalgo County Sheriff's Office
Academy Instructor
715 El Cibolo Road Edinburg Texas 78542
Office (956) 381-7979
Fax (956) 381-7997
Cell (956) 353-1228

AI-49268 **Sheriff's Office** **10. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $194.17 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe funds and allocate to Constable Pct. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

Funds are available as of 4/9/15. Overtime grants do not require a salary analysis.

Attachments

Transfer Approval

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/09/2015 01:41 PM
Budget & Management	Veronica Ortiz	04/09/2015 01:48 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/09/2015 11:16 AM

Final Approval Date: 04/10/2015

Rosie

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Wednesday, April 01, 2015 3:27 PM
To: Maria Gonzalez
Cc: CABALLERO, ANDRES
Subject: RE: OPSG 13 FUNDS TRANSFER PCT 1
Attachments: 2013 OPSG - Project Change -Hidalgo County 04-01-15.pdf

Rosie,

I have made the adjustments on my spreadsheet and SPARS.

Thank You,
Arturo O. Mendez
Grant Operations -Homeland Security Grant Program - State Administrative Agency

TEXAS Homeland Security

Texas Department of Public Safety
Physical: 1033 LaPosada, Suite 160 – Austin, TX 78752 – Mailing: PO Box 4087 – Austin, TX 78773-0113
(512) 377-0022 – FAX (512) 206-3137
http://www.dps.texas.gov/director_staff/saa

From: CABALLERO, ANDRES [mailto:ANDRES.CABALLERO@CBP.DHS.GOV]
Sent: Wednesday, April 01, 2015 9:10 AM
To: Mendez, Arturo
Subject: FW: OPSG 13 FUNDS TRANSFER PCT 1
Importance: High

Art,

The Hidalgo County Sheriff's Office is requesting to move $194.17 in overtime and fringe to cover an over expenditure by the Hidalgo County Constable PCT1 Office. RGV concurs with this move. Can you make the adjustment in your account and notify Rosie Gonzalez? The funds are staying within Hidalgo County.

Andy Caballero
956-227-7215

From: Rosie [mailto:rosieg@hidalgoso.org]
Sent: Tuesday, March 31, 2015 11:35 AM
To: CABALLERO, ANDRES
Subject: OPSG 13 FUNDS TRANSFER PCT 1
Importance: High

Good morning Andy,

Attached is a request to move funds from Sheriff's Office to PCT. 1 in order to clear out some negatives in their overtime and fringe benefits.
Should you need any additional information, feel free to contact me. Can you please let me know once we can make the move.

It will be from same line item, so no FRAG needed.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

March 31, 2015

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end May 31, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Constable Precinct 1 was awarded $72,527.86; however, they have nearly exhausted their funds and actually went over on overtime and fringes. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Hidalgo County Constable Precinct 1 with costs of overtime/fringe.

Hidalgo County Sheriff's Office (HCSO):

($194.17) (Overtime/Fringes) from Hidalgo County Sheriff's Office (HCSO)
($194.17) Total De-obligation

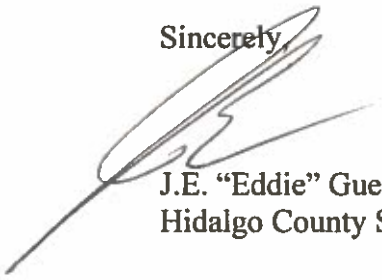
$194.17 (Overtime/Fringes) to Hidalgo County Constable Pct. 1
$194.17 Total Appropriation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

$194.17 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: April 9, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013
ACCOUNT NUMBER: 4-1284-421-00-280-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-047-6-131	OPERATION STONEGARDEN-OVERTIME PAY	(113.66)
5-1284-421-00-280-047-6-250	OPERATION STONEGARDEN- UNEMP. COMP.	(16.47)
5-1284-421-00-280-047-6-260	OPERATION STONEGARDEN-WORKMAN'S COMP.	(64.04)
	TOTAL DE-OBLIGATION	(194.17)
5-1284-331-12-280-047-6-000	OPERATION STONEGARDEN-REVENUES	(194.17)
	TOTAL REVENUES DE-OBLIGATION	(194.17)

REASON: To de-obligate $194.17 from the 2013 Operation Stonegarden Sheriff's Office grant budget and transfer amount to the 2013 Operation Stonegarden Hidalgo County PCT. 1 Grant.

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-48965 **District Clerk** **11. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Laura Hinojosa, DISTRICT CLERK

Submitted By: Ricardo Contreras, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

1. Public hearing regarding the District Court Records Archive Preservation & Restoration Plan, in accordance with Texas Government Code §51.305(f).
2. Discussion, consideration, & approval of the District Court Records Archive Preservation & Restoration Plan, pursuant to Texas Government Code §51.305.
3. Approval of 2015 appropriation of funds for the District Clerk Record Archive in the amount of $16,000.00 to fund archival imaging & indexing of case files.

BACKGROUND

Pursuant to Texas Government Code §51.305, the commissioners court of Hidalgo County adopted in December 2013 a district court records archive fee of not more than $10 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget.

The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The commissioners court shall publish notice of a public hearing on the plan, and can then consider its approval. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

Public Hearing Notice was published in *The Monitor* newspaper on Friday, 3-20-15

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-090-XXX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $16,000.00 for the District Clerk Record Archive to fund archival imaging & indexing of case files.

Funds available in acct #***5-1100-255-02-000-012-0-000 GEN FD-RESTRICTED F/B-DC RECORDS ARCHIVE***. New program # is pending to be created by Auditor's Office-Accounting Division.

Attachments

The Monitor Public Notice
Records Archive Plan
DC Record Archive appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/19/2015 09:07 AM
Auditor's Office	Debbie Tamez	04/08/2015 04:16 PM
Ivan Cantu	Ivan Cantu	04/10/2015 01:39 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Ricardo Contreras		Started On: 03/18/2015 04:12 PM
Final Approval Date: 04/10/2015		

PUBLIC NOTICES

Home

Print Selected Notice(s)

Page 1 of 1 (3 total results)

Revise your Search

Search Results

Show 25 complete notices Go

PUBLIC HEARING COUNTY OF HIDALGO DISTRICT CLERK OFFICE

PUBLIC HEARING County of Hidalgo District Clerk Office District Court Records Archive Preservation & Restoration Plan The County of Hidalgo will be accepting public comment regarding the District Court Records Archive Preservation & Restoration Plan (FY 2015), in accordance with Texas Government Code § 51.305(f). The public hearing will be held on Tuesday, April 14, 2015 at 9:30 am during the Hidalgo County Commissioners' Court meeting at the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas.

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Friday, 03/20/2015

☑ Select notice to print

PROBATE NO. P-36,826 CITATION BY PUBLICATION

PROBATE NO. P-36,826 CITATION BY PUBLICATION ********** THE STATE OF TEXAS THE UNKNOWN HEIRS OF ESTATE OF NATHAN C. HEINEN, DECEASED On the 13th day of March, 2015, CHRISTOPHER HEINEN filed an application for Determination of Heirship in a proceeding styled the ESTATE OF NATHAN C. HEINEN, DECEASED, and bearing Probate Case Number P-36,826, in the Probate Court of Hidalgo County, Texas. The Court will hear the aforesaid Application for the Determination of Heirship at 10:00 A.M. on the first Monday after the expiration of ten (10) days from the date this citation is published, at the County Courthouse in Edinburg, Texas. All persons interested in the aforesaid estate are commanded to appear at or before the time set for said hearing by filing a written contest or answer to the Application for the Determination of Heirship should they desire to oppose or contest it. Said written contest or answer shall be filed in the office of the County Clerk of Hidalgo County, Texas in Edinburg, Texas. The officer serving this citation shall, in compliance with the law, serve it by publication once in a newspaper of general circulation in this, the county in which such proceeding is pending, for not less than ten (10) days before the return day hereof, exclusive of the day of publication and the date of publication said newspaper bears shall be the day of publication. If this citation is not served within 90 days after the date of the issuance, it shall be returned unserved. ISSUED UNDER MY HAND AND THE SEAL OF SAID COURT at office in Edinburg, Texas, this the 13th day of March, 2015. ARTURO GUAJARDO, JR., COUNTY CLERK HIDALGO COUNTY, TEXAS BY: Norma G. Cantu, Deputy A TRUE COPY I CERTIFY J.E. "Eddie" Guerra, Sheriff, Hidalgo County BY: Alejandro Hinojosa Deputy #3717

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Friday, 03/20/2015

☐ Select notice to print

PUBLIC NOTICE URBAN COUNTY PROGRAM COUNTY OF HIDALGO

PUBLIC NOTICE Urban County Program County of Hidalgo Published: March 20, 2015 Notice is hereby given that the County of Hidalgo has completed its proposed One Year Action Plan for 2015, (Program Year 28). The estimated allocation for 2015 totals $9,539,049.00 million. The County, through the Urban County Program and in cooperation with the various cities listed below, will submit its proposed One Year Action Plan for 2015 which includes Community Development Block Grant (CDBG) Entitlement Program, HOME and Emergency Solution Grant (ESG) Program to the U.S. Department of Housing and Urban Development (HUD), H.F. Garcia Federal Bldg/U.S. Courthouse, 615 E. Houston Street, Suite 347. San Antonio, Texas 78205, on or about Friday, May 8, 2015. H.U.D. will review the proposed One Year Action Plan, and is expected to approve the Plan by July 1, 2015. Se hace saber que el Condado de Hidalgo ha completado su propuesta de Plan de Acción para el año 2015, (Año del Programa 28). La dotación estimada para 2015 asciende a $9,539,049.00 millones. El Condado, a través del Programa Urbano del Condado y en cooperación con las distintas ciudades que figuran a continuación, presentará su plan de acción de un año propuesto para 2015 que incluye Desarrollo Comunitario del Bloque de Veca (CDBG) Derecho, HOME y Programa de Emergencia e Solución subvención del programa (ESG) para los EE.UU. Departamento de Vivienda y Desarrollo Urbano (HUD), HF Garcia edificio federal / EE.UU. Courthouse, 615 E. Houston Street, Suite 347. San Antonio, Texas 78205, o alrededor del Viernes, 08 de mayo 2015. H.U.D. revisará el plan de acción de un año propuesto, y se espera que la aprobación del Plan antes del 1 de julio de 2015. The County is hereby soliciting comments during a thirty (30) day comment period from March 23, 2015 to April 23, 2015. Interested parties are encouraged to make their views known on the One Year Action Plan for 2015 (Program Year 28), by calling or visiting the Urban County Program office, 427 E. Duranta Avenue, Suite 107, Alamo, TX 78516, (956) 787-8127. A more detailed listing of activities and explanation of the One Year Action Plan will be made available to any interested party. El Condado está presente solicitando comentarios durante un período de treinta (30) días período de comentarios de 23 de marzo 2015 a 23 de abril 2015. Se anima a las partes interesadas a presentar sus opiniones sobre el plan de acción de un año para el 2015 (Año del Programa 28), llamando o visitando la oficina del Programa Urbano del Condado, 427 E. Duranta Avenue, Suite 107, Alamo, TX 78516, (956) 787-8127. Una lista más detallada de las actividades y explicación del plan de acción de un año se pondrá a disposición de cualquier interesado. Accommodations for persons with disabilities will be made upon notification made in advance by calling the above number. Comodidades para personas con discapacidades seran implementadas por avance con solo llamar al numero indicado arriba. Information will be done in English or Spanish for those who request. Las informaciones se haran en español para aquellas personas que asi lo desean. County of Hidalgo Urban County Program One Year Workplan The County of Hidalgo One Year Action Plan, administered through the Urban County Program, encompasses direct funding from the Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) programs. Indirect funding resources (also referred to as leveraged funds) include the TDHCA Colonia Fund, the Economically Distressed Areas Program (EDAP), and Texas Parks & Wildlife funding. Federal funding is leveraged through the Economic Development Administration (EDA), the Environmental Protection Agency (EPA), USDA Rural Development Agency, loans and grants offered through the North American Development Bank (NAD Bank), and public housing authorities' funding, meals for elderly, and youth programs. Local funding resources are mainly through Municipalities, Hidalgo County Road & Bridge funds. El Condado de Hidalgo en su Plan de acción de un año, se administra a través del Programa Urbano del Condado Hidalgo, abarca la financiación directa de los programas (ESG) Desarrollo Comunitario del Bloque de Vecas (CDBG), HOME, y del Programa de Emergencia y Soluciones. Recursos financieros indirectos (también conocidos como fondos apalancados) incluyen el Fondo TDHCA Colonia, el Programa de Zonas Marginadas (EDAP), y la financiación Texas Parks & Wildlife. Los fondos federales apalancados a través de la Administración de Desarrollo Económico (EDA), la Agencia de Protección Ambiental (EPA), la Agencia de Desarrollo Rural del USDA, préstamos y subsidios ofrecidos a través del Banco de Desarrollo de América del Norte (NAD Bank), y autoridades de vivienda pública 'de financiación, comidas para ancianos, y programas para la juventud. Recursos financieros locales son principalmente a través de los municipios y fondos de calle y puente del Condado De Hidalgo. Program Goals The four Program Goals of the County of Hidalgo, Urban County Program Consolidated Plan Strategy (CPS)

PUBLIC HEARING

County of Hidalgo
District Clerk Office
District Court Records Archive Preservation & Restoration Plan

The County of Hidalgo will be accepting public comment regarding the District Court Records Archive Preservation & Restoration Plan (FY 2015), in accordance with Texas Government Code § 51.305(f).

The public hearing will be held on Tuesday, April 14, 2015 at 9:30 am during the Hidalgo County Commissioners' Court meeting at the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas.

Hidalgo County District Clerk Office

District Court Records Archive Preservation & Restoration Plan

Texas Government Code § 51.305

Revised: December 10, 2014

Executive Summary

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records which may include but is not limited to all case papers that are a part of:

- Civil and Family Law Cases
- Criminal Cases
- Juvenile Cases
- Historic Court Records (dated 1950 or earlier)
- Case papers in a case from any period that, because of its notoriety or significance, might possess enduring value
- Exhibits

The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county.

The purpose of this document is to provide a plan for the deterioration, restoration and preservation, digital capture, storage, retention and management of archived court documents maintained by the district clerk. This plan is a work in progress and will be updated as new products and procedures evolve.

The district clerk office is committed to complying with guidelines issued by the Texas State Library and Archives Commission Offices and those set forth by this plan (refer to the Texas State Library & Archives Commission, Local Government Bulletin B at: http://www.tsl.state.tx.us/slrm/recordspubs/lgbullb.html).

Government Code § 51.305 defines the above mentioned as follows:

- Court document – refers to any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.
- Deterioration – refers to any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.
- Preservation – refers to any process that:
    - suspends or reduces the deterioration of a court document; or
    - provides public access to a court document in a manner that reduces the risk of deterioration.
- Restoration – refers to any process that permits the visual enhancement of a court document, including making the document more legible.

Current state and inventory of Records Archive

Historically, district clerk office records have not been preserved, imaged or destroyed as per State record standards and procedures. As recent as 2005, scanning equipment was procured and utilized for imaging documents. Since 2007, during the new administration, huge efforts and progress has been made in procuring additional tools and equipment to ensure all documents filed are imaged in "real time." The challenge, however, lies in the imaging, restoration and preservation of the estimated 20,000 boxes of documents housed in an authorized storage facility in Edinburg, Texas. Records include record books and cases which consist of civil, family and criminal matters. This inventory includes cases of a historical nature and value.

Goal

Goals consist of imaging and archiving of all documents, regardless of type, as efficiently as possible. This also pertains to the historical hand-written records, which through preservation, will suspend their deterioration as well as improving their public access.

By transitioning to a digitized/electronic format we foresee:

- Easier access to court records by electronic means
- Cost and space savings (ie. purchase of paper and its storage)

Scope

The scope of this document includes the following:

- All district clerk records filed
- Plans to capture records electronically to improve public access
- Plans to restore and preserve records with significant historical value
- Future plans are to improve public and governmental access

This document addresses the restoration and preservation needs of the district clerk records archive only. No other departments are addressed.

Restoration & Preservation Plan

Our current policy and procedure requires all criminal cases and filed documents to be scanned on "real time" if not efiled in accordance with the Texas Supreme Court's "Order Requiring Electronic Filing in Certain Courts (Misc. Docket No. 12-9208)." The district clerk office proposes as a part of this plan to hire additional support staff (scanning clerks) and procure additional equipment (scanners) to address the documents/cases prior to 2005 that have yet to be imaged.

The proposed procedure is as follows:

- Active case documents are efiled or scanned into the Judicial Case Management System for Record Storage and retrieval convenience.
- Old or disposed case files will be requested from storage
- Once received, files will be placed in the designated scanning room/area
- All scanning clerks will verify event entries in the Judicial Case Management System prior to scanning documents
- Once scanned, the file is returned to our storage facility and filed/indexed by case number
- All cases deemed obsolete or electronically imaged, in accordance with the retention schedule issued by the Texas State Library and Archive Commission, may be destroyed (shredded)

Note: According to the Texas State Library and Archive Rules there are some exceptions from destruction such as criminal judgments or docket sheets (with defendant's finger prints) which are permanently retained.

The district clerk office may consider requesting the county go out for bids for restoration and preservation services to help address court records with a significant historical value. The restoration process will ensure legibility of these public documents for future generations.

Expenditures may include but are not limited to:

- All necessary computer hardware and peripherals,
- Computer software,
- Computer and peripheral repair as well as technical support
- Service provider and other outsourcing services.
- Support staff salaries
- Data storage supplies
- Award bids in accordance to county policy

DATE: April 14, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for District Clerk Record Archive

ACCOUNT NUMBER: 5-1100-412-00-090-XXX-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

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
5-1100-412-00-090-XXX-0- 350	DISTRICT CLERK RECORD ARCHIVE-	OTHER SVCS	16,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**16,000.00**

REASON: Appropriation of funds for the District Clerk Record Archive to fund archival imaging & indexing of case files. Funds are to be unreserved by the Auditor's Office from acct #***5-1100-255-02-000-012-0-000 GEN FD-RESTRICTED F/B-DC RECORDS ARCHIVE***

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-49294 **Constables** **12. A.**

CC - REGULAR

Meeting Date: 04/14/2015

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 - Operation Stone Garden (1284):
Authorization and approval to appropriate $194.17 of the Sheriffs Office Operation Stone Garden 2013 overtime/fringe fund and allocate to Constable Pct. 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-291-047-6-xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $194.17

5-1284-331-12-291-047-6-000 Const Pct 1 OPSG Revenues

Ref. AI 49268 pending CC approval for de-obligation of funds

Attachments

appropriation
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 11:27 AM
Manuel Chapa	Manuel Chapa	04/10/2015 04:33 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Joe Espinoza		Started On: 04/10/2015 10:18 AM
Final Approval Date: 04/10/2015		

DATE: April 10, 2014

DEPARTMENT HEAD: Celestino Avila Jr

DEPARTMENT NAME: Hidalgo County Constable I Pct. 1

ACCOUNT NUMBER: 5-1284-421-00-291-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-291-047-6-131	CONST PCT 1 OPSG-OVERTIME PAY	113.66
5-1284-421-00-291-047-6-250	CONST PCT 1 UNEMPLOYEMENT.COMP	16.47
5-1284-421-00-291-047-6-260	CONST PCT 1 OPSG-WORKMAN'S COMP.	64.04
	TOTAL APPROPRIATION	194.17
5-1284-331-12-291-047-6-000	CONST PCT 1 OPSG-REVENUES	194.17
	TOTAL REVENUES APPROPRIATION	194.17

REASON: **To appropriate $194.17 from the 2013 Operation Stonegarden Sheriff's Office grant budget and transfer amount to the 2013 Operation Stonegarden Hidalgo County PCT. 1 Grant.**

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Rosie

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Wednesday, April 01, 2015 3:27 PM
To: Maria Gonzalez
Cc: CABALLERO, ANDRES
Subject: RE: OPSG 13 FUNDS TRANSFER PCT 1
Attachments: 2013 OPSG - Project Change -Hidalgo County 04-01-15.pdf

Rosie,

I have made the adjustments on my spreadsheet and SPARS.

Thank You,
Arturo O. Mendez
Grant Operations -Homeland Security Grant Program - State Administrative Agency

TEXAS Homeland Security

Texas Department of Public Safety
Physical: 1033 LaPosada, Suite 160 – Austin, TX 78752 – Mailing: PO Box 4087 – Austin, TX 78773-0113
(512) 377-0022 – FAX (512) 206-3137
http://www.dps.texas.gov/director_staff/saa

From: CABALLERO, ANDRES [mailto:ANDRES.CABALLERO@CBP.DHS.GOV]
Sent: Wednesday, April 01, 2015 9:10 AM
To: Mendez, Arturo
Subject: FW: OPSG 13 FUNDS TRANSFER PCT 1
Importance: High

Art,

The Hidalgo County Sheriff's Office is requesting to move $194.17 in overtime and fringe to cover an over expenditure by the Hidalgo County Constable PCT1 Office. RGV concurs with this move. Can you make the adjustment in your account and notify Rosie Gonzalez? The funds are staying within Hidalgo County.

Andy Caballero
956-227-7215

From: Rosie [mailto:rosieg@hidalgoso.org]
Sent: Tuesday, March 31, 2015 11:35 AM
To: CABALLERO, ANDRES
Subject: OPSG 13 FUNDS TRANSFER PCT 1
Importance: High

Good morning Andy,

Attached is a request to move funds from Sheriff's Office to PCT. 1 in order to clear out some negatives in their overtime and fringe benefits.
Should you need any additional information, feel free to contact me. Can you please let me know once we can make the move.

It will be from same line item, so no FRAG needed.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

March 31, 2015

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end May 31, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Constable Precinct 1 was awarded $72,527.86; however, they have nearly exhausted their funds and actually went over on overtime and fringes. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Hidalgo County Constable Precinct 1 with costs of overtime/fringe.

Hidalgo County Sheriff's Office (HCSO):

($194.17) (Overtime/Fringes) from Hidalgo County Sheriff's Office (HCSO)
($194.17) Total De-obligation

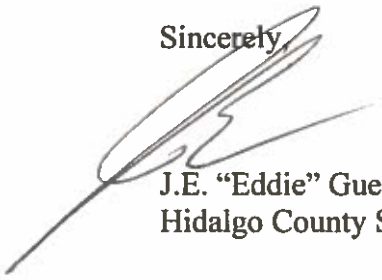
$194.17 (Overtime/Fringes) to Hidalgo County Constable Pct. 1
$194.17 Total Appropriation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

$194.17 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

AI-49249 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 04/14/2015

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 to submit renewal grant application for the CPS/HAZARDS program for FY 16 in the amount of $574,166.00. The grant contract will be in effect from July 1, 2015 through June 30, 2016. This grant requires a ten percent local funding match.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-013-6-XXX

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

BUDGETARY IMPACT:

This grant requires a ten percent local match. ($57,417.00). Local matching funds have been reserved. Reference account #5-1100-491-01-000-293-6-891.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:39 PM
Manuel Chapa	Manuel Chapa	04/10/2015 08:31 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Mike Escaname		Started On: 04/08/2015 03:27 PM
Final Approval Date: 04/10/2015		

Mike Escaname

From: Wilczynski,Jonah (DSHS) <Jonah.Wilczynski@dshs.state.tx.us>
Sent: Wednesday, April 08, 2015 2:54 PM
To: Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; mike.escaname@hchd.org; josie.escalante@hchd.org; sandra.garza@hchd.org; nancy.trevino@hchd.org
Subject: FY16 Renewal - HAZARDS
Attachments: Blank BP4-FY16 Budget Templates with Match.xls; Blank FY16 Support Documentation.xlsx; FY16 Contract Renewal Checklist.xlsx

Dear FY16 Contractor,

Please find attached the FY16 Renewal packet and budget with the following information to be completed:

- Your FY16 allocation dollar amount is $574,166 for Program ID: CPS/HAZARDS.
- The FY16 contract will be in effect from **July 1, 2015** through **June 30, 2016**.
- The budget will be reviewed and processed in the order in which it is received. Please note that you as the FY16 contractor are required to provide **matching funds of 10%** of the allocation amount.
- In the attachments are the Budget Templates, including the Face Page, Contact Page, and Renewal Checklist to be completed.
- Budgets will only be accepted on the attached **new** budget template labeled FY 2016 (Face Page).
- The budget templates are locked to prevent the deletion of formulas. Dollar amounts must be in whole numbers; do not use cents or formulas in the Excel cells.
- Budgets with dollar amounts not represented as whole numbers or inadequate justifications will be returned for revision.
- Return the completed Budget Template and Checklist in an email to me by **close of business on Wednesday, April 22, 2015.**

Please contact me regarding any questions.

Jonah Wilczynski, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
1100 W. 49th Street Austin, Texas 78756
Mail Code: 1990
512/776-3968 (Direct), 512/776-7391 (Fax)

AI-49061 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $13,517.00.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $13,517.00.

BACKGROUND

The GPI from January 2015 - February 2015 is equal to $13,517.00.

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

The GPI from January 2015 - February 2015 is equal to $13,517.00.

See attached copy of appropriation of funds.

5-1289-423-00-320-032-5-XXX DWI COURT - EXPENDITURE ACCT

5-1289-342-30-320-032-5-000 DWI COURT - REVENUES.

Attachments

DWI revenue Jan-Feb 2015

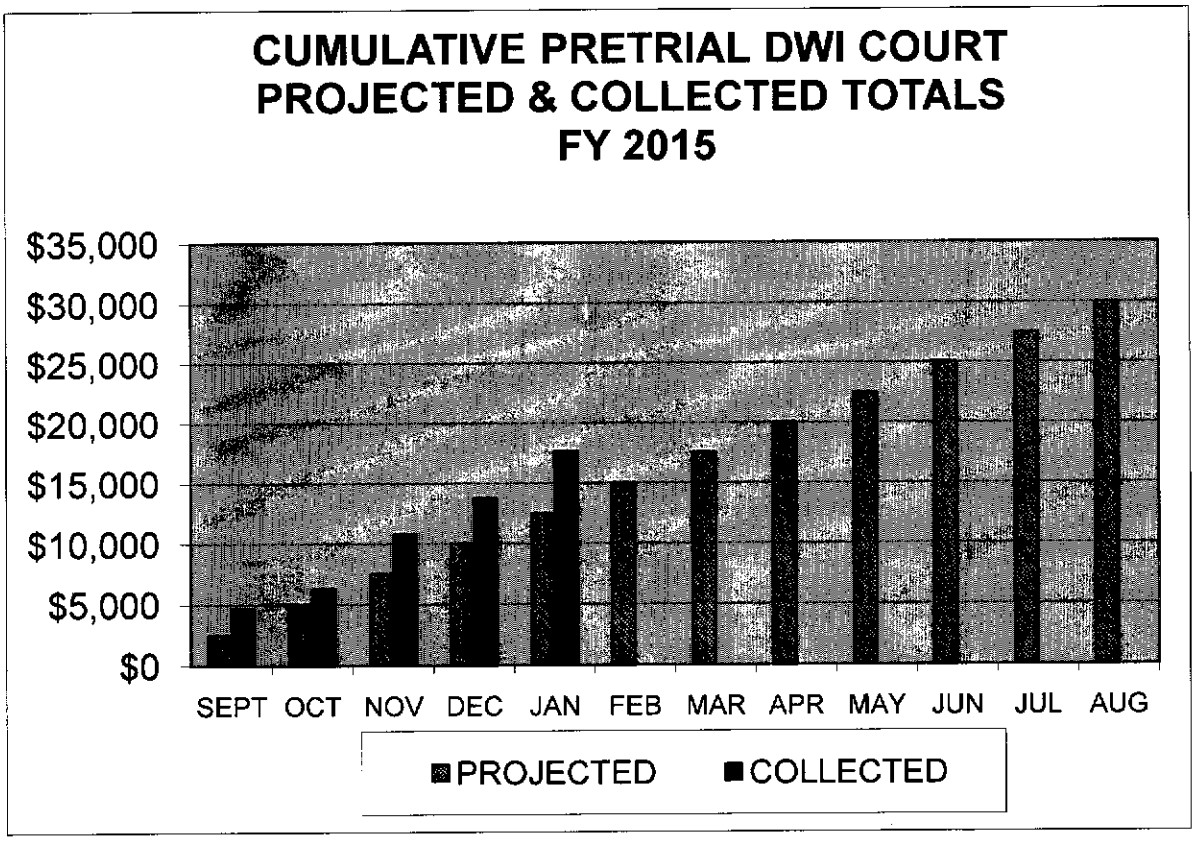
Appropriation 3.26.15
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/26/2015 09:28 AM
Obdett Calzada	Obdett Calzada	04/02/2015 09:46 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Diana Solis		Started On: 03/26/2015 08:41 AM
Final Approval Date: 04/10/2015		

FY 2015 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	14	$2,500.00	$4,679.00	$2,179.00
OCT	14	$2,500.00	$1,634.00	-$866.00
NOV	14	$2,500.00	$4,451.50	$1,951.50
DEC	14	$2,500.00	$2,984.00	$484.00
JAN	15	$2,500.00	$3,866.00	$1,366.00
FEB	15	$2,500.00	$9,651.00	$0.00
MAR	15	$2,500.00	$0.00	$0.00
APR	15	$2,500.00	$0.00	$0.00
MAY	15	$2,500.00	$0.00	$0.00
JUN	15	$2,500.00	$0.00	$0.00
JUL	15	$2,500.00	$0.00	$0.00
AUG	15	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$27,265.50	$5,114.50
	PT DWI RECEIVABLE		$2,734.50	



DATE: March 26, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-5-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	032-	5-	113		DWI Court-	Full-Time Employees	5,104.00
5-1289-423-00-320-	032-	5-	220		DWI Court-	FICA	389.82
5-1289-423-00-320-	032-	5-	230		DWI Court-	Retirement	542.56
5-1289-423-00-320-	032-	5-	250		DWI Court-	Unemployment Compensation	30.62
5-1289-423-00-320-	032-	5-	532		DWI Court-	Wireless Devices	(720.00)
5-1289-423-00-320-	032-	5-	534		DWI Court-	Internet Services	(480.00)
5-1289-423-00-320-	032-	5-	610		DWI Court-	General Supplies	8,650.00
					TOTAL APPROPRIATION		**13,517.00**
5-1289-342-30-320-	032-	5-	000		DWI Court - Revenues		13,517.00
					TOTAL REVENUES		**13,517.00**

REASON:

To allocate the GPI for the FY2015 DWI Grant Budget #2413905 from 1/1/2015 - 2/28/2015.
Total GPI is equal of $13,571.00

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413905 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$47,851.12	$0.00	$0.00	$0.00	$47,851.12	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training and registration fees for staff who are in the program.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$61,500.00	$0.00	$0.00	$0.00	$61,500.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors offenders in the program; provides case management for the offenders in the program conducting drug tests. Officer participates in staffings and court hearings, keeping the judge abreast of offenders' progress. This is half of the salary, as the other half will be paid with the GPI	$31,250.00	$0.00	$0.00	$19,815.50	$51,065.50	100

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	EtG Test to detect alcohol in the system. 1800 test @ $5.00 each plus shipping of $150.	$1,700.00	$0.00	$0.00	$7,450.00	$9,150.00	0
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for enterance into the program; prosecutor participates in the staffings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: rudyperez

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 08, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $13,517.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2015. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/10/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-49061 **Adult Probation** **23. 0.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $13,517.00.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $13,517.00.

BACKGROUND

The GPI from January 2015 - February 2015 is equal to $13,517.00.

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

The GPI from January 2015 - February 2015 is equal to $13,517.00.

See attached copy of appropriation of funds.

5-1289-423-00-320-032-5-XXX DWI COURT - EXPENDITURE ACCT

5-1289-342-30-320-032-5-000 DWI COURT - REVENUES.

Attachments

DWI revenue Jan-Feb 2015
Appropriation 3.26.15

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/26/2015 09:28 AM
Obdett Calzada	Obdett Calzada	04/02/2015 09:46 AM
Auditor's Office		
Purchasing Department		
Form Started By: Diana Solis		Started On: 03/26/2015 08:41 AM

Rossana Schettino

From: Diana Solis [diana.solis@hidalgocountycscd.org]
Sent: Thursday, March 26, 2015 8:47 AM
To: Rossana Schettino
Cc: 'Deborah Fischer'
Subject: DWI Revenue Certification AI#49061

Good Morning; I have placed an item on Comm Court for April 14, 2015 for the DWI revenue allocation for the months of January and February. Please certify the revenues.

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

DATE: March 26, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-5-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	032-	5-	113		DWI Court-	Full-Time Employees	5,104.00
5-1289-423-00-320-	032-	5-	220		DWI Court-	FICA	389.82
5-1289-423-00-320-	032-	5-	230		DWI Court-	Retirement	542.56
5-1289-423-00-320-	032-	5-	250		DWI Court-	Unemployment Compensation	30.62
5-1289-423-00-320-	032-	5-	532		DWI Court-	Wireless Devices	(720.00)
5-1289-423-00-320-	032-	5-	534		DWI Court-	Internet Services	(480.00)
5-1289-423-00-320-	032-	5-	610		DWI Court-	General Supplies	8,650.00
					TOTAL APPROPRIATION		**13,517.00**
5-1289-342-30-320-	032-	5-	000		DWI Court - Revenues		13,517.00
					TOTAL REVENUES		**13,517.00**

REASON:

To allocate the GPI for the FY2015 DWI Grant Budget #2413905 from 1/1/2015 - 2/28/2015.
Total GPI is equal of $13,571.00

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413905 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$47,851.12	$0.00	$0.00	$0.00	$47,851.12	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training and registration fees for staff who are in the program.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$61,500.00	$0.00	$0.00	$0.00	$61,500.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors offenders in the program; provides case management for the offenders in the program conducting drug tests. Officer participates in staffings and court hearings, keeping the judge abreast of offenders' progress. This is half of the salary, as the other half will be paid with the GPI	$31,250.00	$0.00	$0.00	$19,815.50	$51,065.50	100

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	EtG Test to detect alcohol in the system. 1800 test @ $5.00 each plus shipping of $150.	$1,700.00	$0.00	$0.00	$7,450.00	$9,150.00	0
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for enterance into the program; prosecutor participates in the staffings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name:** rudyperez

FY 2015 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

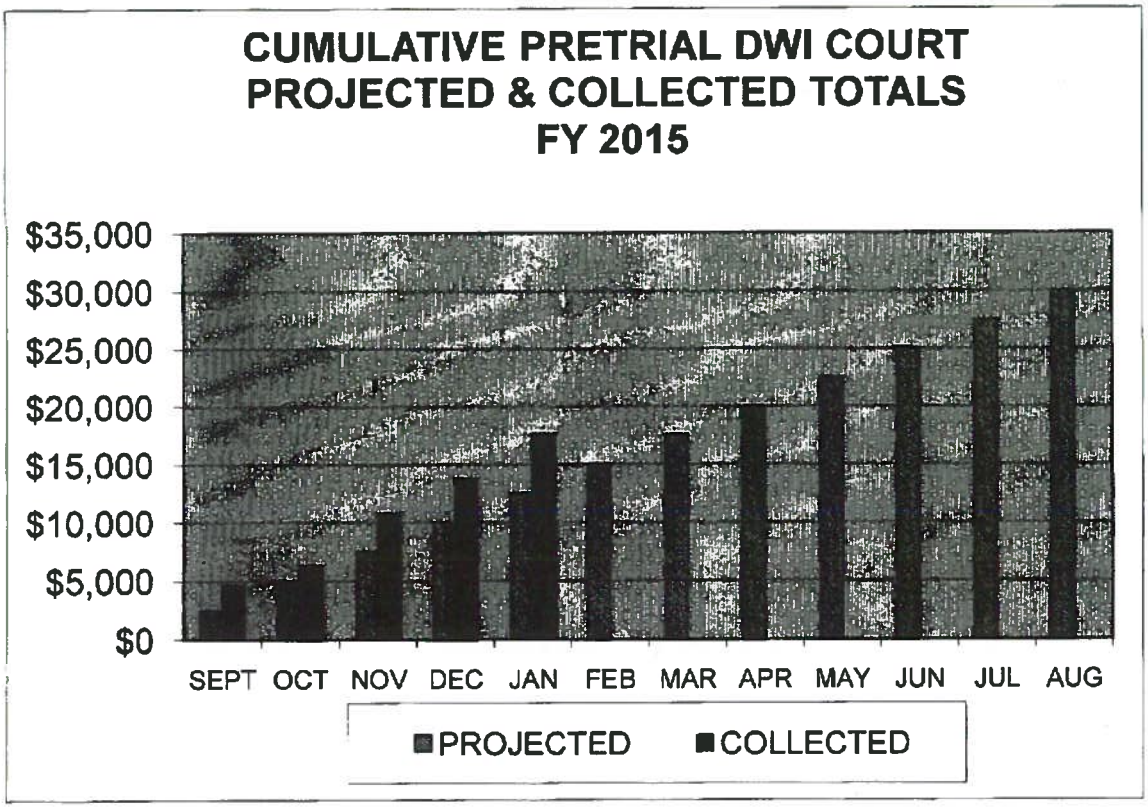
MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	14	$2,500.00	$4,679.00	$2,179.00
OCT	14	$2,500.00	$1,634.00	-$866.00
NOV	14	$2,500.00	$4,451.50	$1,951.50
DEC	14	$2,500.00	$2,984.00	$484.00
JAN	15	$2,500.00	$3,866.00 (1)	$1,366.00
FEB	15	$2,500.00	$9,651.00 (2)	$0.00
MAR	15	$2,500.00	$0.00	$0.00
APR	15	$2,500.00	$0.00	$0.00
MAY	15	$2,500.00	$0.00	$0.00
JUN	15	$2,500.00	$0.00	$0.00
JUL	15	$2,500.00	$0.00	$0.00
AUG	15	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$27,265.50	$5,114.50
	PT DWI RECEIVABLE		$2,734.50	

0 • *

3,866.00 + (1)
9,651.00 + (2)

13,517.00*

0 • *



Hidalgo County

Revenue Detail By Account

Account No/Description		Budget	Amount	Receivable	Percent
5-1289-342-30-320-032-5-000 DWI COURT-REVENUES					
	* Beginning Balance	.00	13,517.00	-13,517.00	.0
	* Ending Balance	.00	13,517.00	-13,517.00	.0

AI-48834 **IT Department** **15. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Quantity:	Description:	Department:	User Name:	Service Plan:
1	Data Card	JP2 PL2	Office Use	4G Unlimited Data Plan @ $37.99 / month
5	Data Card	Const. Pct. 2	Office Use	4G Unlimited Data Plan @ $37.99 / month each dc
5	Data Card	Const. Pct. 3	Office Use	4G Unlimited Data Plan @ $37.99 / month each dc

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1242-412-00-060-001-0-532

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

BUDGETARY IMPACT:

Funds available through Req#00273257.

Attachments

Requisition 273257
JP2PL2 backup
Const.Pct.3 backup
Const.Pct.2 backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/20/2015 08:18 AM
Glinda Pacheco	Glinda Pacheco	04/02/2015 04:21 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Griselda Salazar		Started On: 03/10/2015 03:10 PM
Final Approval Date: 04/10/2015		

Requisition

Req # 00273257

PO #

Date: 03/10/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		JP2PL2 Const.2 Const.3 AI48834 3/31/15 DO NOT DUPLICATE ORDER		
9.00	MONTH	Open PO for MiFi Unlimited Data Plan @ $37.99 month $417.89 X 9 = $3,761.01	417.89	3,761.01
		Account No	Encumbrance	
			Freight	.00
			Total	3,761.01
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: Signature:

Department: JP 2 PL 2 Dept#: 020

Quantity: 1

Service: $31.99/mo (x) 9 months = 341.91 Account: 5-12-42-442-00-060-001-0532

Service: $ /mo (x) months = Account: -619/664

Requisition Total: 341.91 Requisition Number: 273257

STIPEND

(1) Employee: Employee ID#: Signature:

Department: Dept#:

Quantity:

Service: $ /mo (x) months = Account: -532

Total:

(2) Elected Official/Department Head Authorization for Request:

Signature Jaime J. Munoz (Print Name) 3/12/15 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New Activation / 4G Unlimited Data Plan @31.99/mo

Commissioner's Court Action: Commissioner's Court Date: 3/31/15

☐ 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/slg/article/0,,id=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Pct 2

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016154007

DATE 10/16/2014

TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless 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

Additonal 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: Office Use Employee ID#: — Signature: —

Department: Const. Pct 3 Dept#:

Quantity: 5

Service: $18.95 /mo (x) 9 months = 170.55 Account: 51242-412-00-000-001-0 532

Service: $ /mo (x) months = Account: 619/664

Requisition Total: 3,761.01 Requisition Number: 273257

STIPEND

(1) Employee: Employee ID#: Signature:

Department: Dept#:

Quantity:

Service: $ /mo (x) months = Account: 532

Total:

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Rene Gonzalez	3-17-15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New Activations 4G Unl. Data Plan @ 37.99 ea.

Commissioner's Court Action: **Commissioner's Court Date:** 3/31/15

☐ 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=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15313151351
DATE 3/13/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	5	$37.99	N	Unlimited	$0.00	$189.95	$2,279.40
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	5					$189.95	$2,279.40

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)): $2,279.40

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+)	5	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		$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	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$189.95	$2,279.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$2,279.40

1Q15 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 15313151351

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 02/09/2015

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: ____ Signature: ____

Department: Const. Pct. 2 Dept#: ____

Quantity: 5

Service: $ 189.95 /mo (x) 9 months = 170955 Account: 5-1242-412-00-060-001-0 532

Service: $ ____ /mo (x) ____ months = ____ Account: ____ 619/669

Requisition Total: 3,761.01 Requisition Number: 273257

STIPEND

(1) Employee: ____ Employee ID#: ____ Signature: ____

Department: ____ Dept#: ____

Quantity: ____

Service: $ ____ /mo (x) ____ months = ____ Account: ____ 532

Total: ____

(2) Elected Official/Department Head Authorization for Request:

Signature | Martin N. Curtis (Print Name) | 3-19-15 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New Activation/4G Unl. DataPlan @ 31.99 mo.

Commissioner's Court Action: Commissioner's Court Date: 3/31/15

☐ 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

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 15313151351
DATE 3/13/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	5	$37.99	N	Unlimited	$0.00	$189.95	$2,279.40
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	5					$189.95	$2,279.40

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)) $2,279.40

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+)	5	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		$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	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$189.95	$2,279.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$2,279.40

1Q15 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 15313151351

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 Wiretess 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 02/09/2015

AI-49253 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget amendment for Fiscal Years 25 & 26 (2012 & 2013). The proposed amendment will increase funding by $243,676.87 for FY 25 (2012) and $256,323.13 for FY 26 (2013) for the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), through an approved Interlocal Agreement between the City of Granjeno and Precinct 1.

2. Requesting approval of a budget amendment for Hidalgo County Precinct No. 1. The proposed budget amendment for Fiscal Years 25 & 26 (2012 & 2013). The proposed amendment will increase funding by $243,676.87 for FY 25 (2012) and $256,323.13 for FY 26 (2013) for the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), through an approved Interlocal Agreement between the City of Granjeno and Precinct 1.

BACKGROUND

A Public Hearing will be held on April 14, 2015 at 9:30 A.M. and citizen participation requirements will be met. Hidalgo County Precinct No. 1 proposed budget amendment for Fiscal Years 25 & 26 (2012 & 2013):

The proposed amendment will increase funding for:
FY 2012 - Street Improvements by $243,676.87,
FY 2013 - Street Improvements by $256,323.13
Total: $500,000.00

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 08:52 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/08/2015 05:10 PM

Final Approval Date: 04/10/2015

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 1
URBAN COUNTY PROGRAM

Publication Date: Friday, April 10, 2015

BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct No. 1 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget Amendment to its Urban County Program funding Years 25 & 26 (2012 & 2013).

The Public Hearing will be held on Tuesday, April 14, 2015 at 9:30 a.m. at County Commissioners' Court located at 415 West University Drive in Edinburg, Texas 78539.

The following is the proposed Budget Amendment for your consideration:

Existing Budget	Urban County Year 25 (2012)	Proposed Budget
$279,833.25	Street Improvements (Interlocal –Granjeno +243,676.87)	$523,510.12
$279,833.25	**TOTAL**	**$523,510.12**

The proposed amendment to the Street Improvements line item will **increase** funding for the continuation of the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N to Mile 12 North in Donna, TX). The City of Granjeno loaned Precinct 1 $500,000.00 through an Interlocal Agreement for the completion of an already environmental cleared Street Improvements Project. Hidalgo County Precinct No. 1 will repay the loan within a period of two years ($250,000.00 a year) from its Hidalgo County Urban County Program funds beginning Fiscal Years 29 & 30 (2016 & 2017).

Existing Budget	Urban County Year 26 (2013)	Proposed Budget
$313,196.76	Street Improvements (Interlocal –Granjeno+256,323.13)	$569,519.89
$313,196.76	**TOTAL**	**$569,519.89**

The proposed amendment to the Street Improvements line item will **increase** funding for the continuation of the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N to Mile 12 North in Donna, TX). The City of Granjeno loaned Precinct 1 $500,000.00 through an Interlocal Agreement for the completion of an already environmental cleared Street Improvements Project. Hidalgo County Precinct No. 1 will repay the loan within a period of two years ($250,000.00 a year) from its Hidalgo County Urban County Program funds beginning Fiscal Years 29 & 30 (2016 & 2017).

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Commissioner A.C. Cuellar, Jr.
1902 Joe Stephens Ave.
Weslaco, Texas 78596

AI-49096 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of the revised Urban County Program Guidelines for the Hidalgo Colonia Self-Help Center (SHC) Program and authorization to revise as necessary.

BACKGROUND

The Urban County Program is requesting approval of the revised SHC Guidelines for the SHC Program in order to reflect the amended contract (No. 712013) between the County and the Texas Department of Housing and Community Affairs. The amendment included a budgetary line item increase to the Small Repair Housing Activities from $3,600 per unit to $9,000, not to exceed $10,000 as per SHC Guidelines. The income limits provided in the SHC Guidelines were also revised to reflect the current limits.

The guidelines include the program objectives, housing activities, property eligibility, condition requirements, improvements, thresholds, selection of applicants, and other requirements provided for the implementation and administration of a successful Colonia SHC Program.

Fiscal Impact

Attachments

Self-Help Center Guidelines Revisions approval Agenda of 03/2012
Guidelines for Hidalgo SHC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2015 11:12 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Olga Lerma		Started On: 03/27/2015 08:49 AM

Final Approval Date: 04/10/2015

REVISIONS

Colonia Self-Help Center (SHC) Program Guidelines

April 14, 2015

- AGENDA – SHC Guidelines Revisions:

    - UCP Address;
    - Increased Colonia Small Repair cap from $5,000 to $10,000; and
    - Up-date Income Guidelines

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 34180
Ester Gonzalez-Garcia

Date: September 10, 2012 Meeting Date Request: September 25, 2012
Deadline for Action: September 25, 2012 Contact Person: *Diana R. Serna*
Department: *Urban County Program* Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director:

Caption:

Requesting consideration and approval of Hidalgo County's 2012 Guidelines for the Colonia Self-Help Center (SHC) Program for the following activities: Housing Assistance Program, Rehabilitation/Reconstruction/New Construction, Tool Lending Library, and Colonia SHC Home Repairs.

Background:

Urban County Program is requesting approval of the 2012 SHC Guidelines for the SHC Program. The guidelines include the program objectives, housing activities, property eligibility, condition requirements, improvements, thresholds, selection of applicants, and other requirements provided for the implementation and administration of a successful Colonia SHC Program. Please see attached 2012 Guidelines.

Deputy Director: Finance: FMM

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

APPROVED Co. Comm. Ct.
DATE 9/25/12

c:\wpwin60\wpdocs\agreqfrm.wpd

HIDALGO COUNTY

GUIDELINES FOR HIDALGO COLONIA SELF-HELP CENTER (SHC)

COLONIA HOUSING ASSISTANCE PROGRAM

REHABILITATION/RECONSTRUCTION/NEW CONSTRUCTION
COLONIA SHC HOME REPAIR

I. INTRODUCTION

Hidalgo County ("the County") has received Colonia Self-Help Center Program (SHC) funds administered by the Texas Department of Housing and Community Affairs ("Department"), to provide a housing rehabilitation, reconstruction, new construction and/or Colonia SH Home Repair assistance program herein referred as the Colonia Housing Assistance Program (CHAP). The program will be directed to very low, low, and moderate income ("LMI") homeowners and their immediate family (spouse, parents, dependent children/grandchildren) who reside in the same housing unit, located within the boundaries of the 5 designated colonia areas identified in the County's contract: El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision I (East of FM 491), and Indian Hill Subdivision II (West side of FM 491). The assisted homeowners and other unassisted applicants for housing assistance are herein referred to as "applicants."

Hidalgo County Urban County Program, Executive Director, herein referred to as the "SHC Coordinator", has been appointed by the County to administer the program and can be reached at:

427 E Duranta Ave, Suite 107
Alamo Texas 78516
(956) 787-8127

_____, Non-profit employee, herein referred to as the "CHAP Coordinator", has been appointed by the County to administer the program and can be reached at:

_____
_____
_____

II. PROGRAM OBJECTIVES

The following objectives are provided for the implementation and administration of a successful CHAP.

A. The primary objective of the CHAP is to provide decent, safe, and affordable housing for LMI applicant homeowners. This may be accomplished through new construction, colonia SH home repairs, rehabilitation or reconstruction. Rehabilitation and reconstruction must bring substandard, single family dwelling into in compliance with HUD's Section 8 Existing Housing Quality Standards ("HQS"). Colonia SH Home Repair must bring the portion of the home repaired to HQS.

1. The CHAP Coordinator will be the designated authority to administer the assistance components of the program, i.e., to take applications, verify eligibility, schedule inspections with a Texas Real Estate Commission (TREC) licensed inspector, coordinate and review work write ups and cost estimates, prepare bidding documents, conduct oversight Liaison with the applicant homeowner, and conduct progress inspections for submission of Housing Rehabilitation Payment Requests (draw downs).
2. The SHC Coordinator will oversee all non-profit activities and have final decision making authority on applicant eligibility.
3. The CHAP will be operated in accordance with all the applicable rules and regulations of the County and the Department.

III. ASSISTED HOMEOWNER ELIGIBILITY – THRESHOLDS

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure funding, since it is expected that there will be more eligible applicants than can be served with available funds.

A. **Income Eligibility.** The income limits to be utilized for the CHAP are the current income limits for LMI households established yearly by HUD for the Section 8 Housing Program. Income guidelines may change with accordance to HUD section 8 Housing Program. Household eligibility will be 80% or below LMI.

HIDALGO COUNTY - 2015 INCOME LIMITS

Family Size	1	2	3	4	5	6	7	8
30% Very Low Income	11,770	15,930	20,090	24,250	28,300*	30,400*	32,500*	34,600*
50% Low income	18,350	21,000	23,600	26,200	28,300	30,400	32,500	34,600
80% Moderate Income	29,350	33,550	37,750	41,900	45,300	48,650	52,000	55,350

* *The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by*

the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

B. **Proof of Ownership.** The applicant must be an individual (and/or spouse) who owns and occupies a single-family residential unit within the targeted colonias identified in the County's contract. Ownership can be documented as follows:

1. possesses a valid deed of trust or mortgage deed which has been filed for record with the County Clerk's office and which included reasonable rights of redemption and quiet and peaceful possession of the property as determined by the CHAP Coordinator;

2. possesses a life estate, which has been filed for record at the County Clerk's office;

3. Maintains a 99-year leasehold interest in the property; or,

4. possesses a fee simple title to the property,

5. Contract for deeds must be converted into a traditional mortgage and have title to the property prior to being assisted under the CHAP.

C. **Length of Ownership:** The unit must be the applicant's principal residence for at least two (2) years prior to application date. Homeownership verification may include but not limited to payment history on utilities, phone bills, school records or tax statements.

D. **Property Taxes:** Applicant must furnish evidence that all property taxes assessed on the property proposed for assistance have been paid prior to the award of the assistance, or the property owner qualified for and received a tax deferral as allowed by law under Section 33.06 of the Texas Property Tax Code.

An applicant who is meeting the term of a payment plan, may only participate in the Colonia SHC Home Repair.

E. **Insurance**

1. Under the CHAP, a fire and hazard insurance must be provided to assisted homeowners. The coverage policy shall be for one year and shall commence at completion of rehabilitation/reconstruction/new construction. Fire and hazard insurance will be purchased on behalf of the assisted homeowner by the CHAP using Colonia SHC funds. Funds

to provide insurance coverage for years after the one year term will be the responsibility of the homeowner.

2. If the unit is located in a flood hazard area, flood insurance must be in effect for the duration of one year. Flood insurance will be purchased on behalf of the assisted homeowner by the CHAP using Colonia SHC funds. The term of the policy shall be for up to one year. Funds to provide insurance coverage for years after the one year term will be the responsibility of the homeowner.

3. No insurance is required for the Colonia SH Repair program.

IV. PROPERTY ELIGIBILITY

A. Unit Characteristics

1. Only single-family units will be eligible for housing assistance. A family is defined as one or more other persons living in the same household who are immediate family. Immediate family members are considered to be spouses, parents, children, and grandchildren.

2. Manufactured homes will not be rehabilitated under the CHAP.

3. Rehabilitation costs that exceed $20,000 will require reconstruction. If reconstruction funds are not available, the County will exercise the right to walk away.

4. Reconstruction of a housing unit will consist of a replacement with a home that will meet only the current needs of the family or individual.

5. Reconstruction of a manufactured home will consist of a replacement manufactured home.

B. **Location:** Units must be located within the targeted colonia identified in the contract.

V. CONDITION REQUIREMENTS

A. Upon completion of the rehabilitation or reconstruction, units must comply minimally with HQS.

B. "Suitable for Rehab" is defined as a unit occupied by LMI which can be brought up to HQS with a Colonia SHC investment not to exceed $20,000.

C. "Unsuitable for Rehabilitation" is defined as a residential unit which has major structural conditions that were either inadequate original construction, or has failing foundation, floor, wall, ceiling, roof, and exterior systems. Systems failures or violations in electrical, plumbing, door, windows, and other building components will also be taken into consideration. The CHAP Coordinator will document specific conditions and determine that more than fifty percent (50%) of the house must be demolished in order to comply with HQS and/or the cost of rehabilitation will exceed the maximum amount of assistance available by housing unit type or inadequate grant funds are available for the County to satisfy its contract with the Department.

VI. TYPES OF IMPROVEMENTS

A. Improvements needed to meet HQS and cost effective energy measures are eligible improvements.

B. Improvements must be physically attached to the house and be permanent in nature (e.g., sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by the Department in cases where safety or the structural integrity of the house is involved.

C. Improvements will include as necessary lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.

D. Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present or the repair would not be cost effective. Such items are contingent upon availability of funds.

E. Required permits, if any, will be obtained by the awarding non-profit and/or sub-contractors at their expense and will be included as part of the bid costs.

F. Assistance will not be used for luxury items, including but not limited to barbeque pits, deck around swimming pool, equipment (used commercially or industrially, farm or dairy), exterior hot tubs, flower boxes, food mixers, freezers, garage door openers, greenhouses, irrigation systems, luxury doors, saunas, spas, or whirlpools, security systems, television satellite dishes, and other items as determined by the CHAP Coordinator. Fences may be allowed only for health and/or safety reason which can be supported with property documentation.

VII. SUPPLEMENTAL REHABILITATION IMPROVEMENTS

A. All debris, abandoned vehicles, and derelict buildings must be removed from the property prior to the start of rehab work or the moving of the house for new construction or reconstruction. The assisted homeowners will remove whatever they are physically able to remove. If assistance is needed applicants must notify the CHAP coordinator.

B. All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches, and light bulbs in living areas must be encased.

C. All homes must be equipped with a hard wired or battery operated smoke detector in conformance with the Federal Fire Prevention and Control Act of 1974.

D. Home inhabited by handicapped or elderly persons must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath must be installed, if appropriate.

VIII. MAXIMUM CEILING OF HOUSING ASSISTANCE

The maximum ceiling for assistance on single housing units are as follows: rehab $20,000; $10,000 colonia small home repair and $55,000 for the reconstruction and new construction of a single housing unit. (All figures include the cost of demolition).

IX. HOUSING ASSITANCE

A. **Type of Assistance** – The housing assistance provided shall be in the form of a five-year deferred payment, zero-interest forgivable loan. A forgivable loan resembles a grant in that if the present owner retains the property for a specified period of years, no repayment is required. The forgivable loan is instituted through use of a promissory note. The assisted homeowner shall provide a mortgage lien through a deed of trust against the property to the CHAP in the amount stipulated on a related promissory note. Each year the assisted homeowner retains ownership and resides in the home a percentage of the amount is forgiven as if it were a grant. Assistance under the Colonia SH Repair program shall be in the form of a grant.

B. **Repayment Note:** If the assisted homeowner continues to occupy the home until the term of the note expires, the owner pays nothing and there are no conditions on the disposition of the property. If the property is sold, transferred or vacated by the assisted homeowner for any single period that exceeds thirty (30) days during the five-year forgivable loan period,

the repayment terms of the promissory note will be enforced except in those cases addressed in paragraph IX.C below and with the exception of migrant workers who may be out for more 30 days due to employment. If the assisted homeowner for any reason ceases to reside in the assisted unit during the contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the Department.

C. **Accelerated Forgiveness in Certain Cases:** In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, the County may forgive any remaining loan balance.

D. **Relocation Assistance:** Relocation assistance will not be provided. Participation in the Colonia SHC Housing Assistance Program by the assisted homeowners is voluntary.

X. CONFLICT OF INTEREST

A. The conflict of interest regulations contained in the Colonia SHC contract between the County and the Department prohibit local elected officials, County and colonia SHC employees, consultants and contractors who exercise functions with respect to Colonia SHC activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the Colonia SHC activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

B. For purposes of this section, "family" is defined to include parents (including mother-in-law & father-in-law), grandparents, siblings (including sister-in-law and brother-in-law, and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

XI. SELECTION OF APPLICANTS

A. **Applicant Policies**

1. The CHAP will benefit the number of very low, low, and moderate income households cited in the Colonia SHC contract unless a change is approved by the Department. Income eligibility is defined by income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with Colonia SHC funds that involves rehabilitation, new construction or reconstruction of property to provide housing is considered to benefit very low, low

and moderate income persons only to the extent such housing will, upon completion, be occupied by such persons.

2. The CHAP will not benefit above moderate-income persons (up to 80% area median family income) to the exclusion of low-income persons (up to 50% area median family income).

3. The CHAP will ensure that every individual is treated with fairness and consistency. The adopted guidelines will apply equally to each applicant.

B. **Priorities for Evaluating Applicants.**

All eligible applicants will be rated based on first come first serve basis.

C. **Selection and Approval of Applicants**

1. The awarding non-profit will be responsible for advertising the availability of the CHAP. They will also be responsible for application intake.

2. Applications will be taken by face to face interviews during regular working hours until all funds are exhausted. Applicants who clearly do not qualify will be informed in writing immediately after their interview that they do not meet baseline eligibility criteria.

3. All eligible applications will be reviewed and pre-qualified by the CHAP Coordinator and then forward to the County for final approval.

4. All eligible applications will be reviewed and approved by SHC coordinator.

5. All eligible applicants will assist in the repairs or construction of their home. Each applicant will contribute Sweat equity hours as necessary. Individuals that are disabled and or elderly will be given sweat equity hours that are in our hour bank. They will have the option of having any other family member or volunteer to do the sweat equity hours for them.

D. **Income and Asset Limits**

1. The gross income of households to be benefited must not exceed 80% AMFI HUD's current Section 8 Income Limits for LMI according to household size.

2. All income will be verified from independent source documentation such as paycheck stubs for a 3 months period or a fully completed Verification of Employment Form (Fannie Mae Form 1005), certified letter from employer(s), benefit letter from the Social Security Administration, or copies of signed income tax returns and W-2s for the preceding 2 years. Income will be verified for all members of the household 18 years and above.

3. Assets that can be quickly converted into cash are considered liquid assets. These include bank accounts, stocks, bonds, mutual funds. Applicant's liquid assets will be included for income calculation purposes.

XII. CHANGE ORDERS AND COST OVERRUNS

Effort will be made to limit the number of changes made to the scope of work for each assisted unit. However, a typical rehabilitation/reconstruction/new construction contract cannot possibly cover or anticipate every contingency. For example, the initial inspection for a rehabilitation project can easily miss termite damage, which is discovered during the course of the project. This damage cannot be ignored and an alteration in the scope of work is required to take care of it. This alteration is authorized by means of a change order.

The change order form provided by the Department will be utilized to explain in writing any variation from the work write-up. It will become an addendum to the contract and will be specific with respect to the work to be performed, cost and the schedule. It can be initiated by any party to the contract, but must be formally approved by the assisted homeowner, the contractor, and the CHAP and SHC Coordinators. Department approval is required for all change orders.

Change orders can cover any sort of revision to the contract, including: adjustments in the method by which a task is to be completed; adjustments to the specifications in the work write-up; change in scheduling; additional or deleted activities.

Change order must conform to the TXCDBG requirements described in Section 5.2.5, including:

1. Sufficient grant or local funds are available to meet any increase cost;
2. The original contract price has not been increased by more than 25%:
3. All items listed on Change order were competitively procured through The original bid or TxCDBG has approved an exception; and
4. All items listed on the Change Order Comply with the TxCDBG contract including the Performance Statement and environmental review requirements.

XIII. SELECTION OF APPLICANTS, LICENSED INSPECTORS, WORK WRITE-UP, AND CONTRACTING PROCESS

A. Upon applicant eligibility, all housing rehabilitation and reconstruction activities must be inspected by an individual licensed by the Texas Real Estate Commission to perform home inspections prior to finalizing the work write-up. The licensed inspector must utilize the most current Property Inspection Report as promulgated by the Texas Real Estate Commission and all items noted on the inspection report must be corrected and repaired (with the exception of the Colonia home repair program). Septic systems are not optional items under this program and must be inspected by the licensed TREC inspector. A copy of the inspection report will be provided to the assisted homeowner.

B. The CHAP Coordinator will accompany the TREC inspector on all rehab/reconstruction inspections. The CHAP Coordinator will determine the specific items to be repaired or replaced to bring the units up to HQS standards and based on the TREC inspection report. This list of work items will constitute the work write-up. The CHAP Coordinator will also provide cost estimates for the repairs needed under the work write up.

- For the Colonia SH Home Repair, the items with the highest safety concerns will be a priority to be corrected.

C. The first 3 work write ups must be submitted, reviewed and approved by the Department.

D. Each assisted unit if built before 1978 will be tested for the presence of lead based paint. If present, the removal of lead based paint will be considered in the costs of rehabilitation. Lead paint inspection provides two benefits: (1) the costs of abatement are considerable and must be factored into the cost estimates for rehabilitation and (2) the health risks to residents, particularly children, may be severe so any presence of lead based paint in an assisted unit, even one that is to be reconstructed, must be reported so that the residents may seek appropriate medical attention. If the rehabilitation cost is determined to exceed the budget amount per unit, the Colonia SHC will exercise its right to walk away.

E. When the work write-up has been completed and cost estimates prepared, the CHAP Coordinator will discuss the scope of work with the applicant. If the estimated cost of the work write-ups does not exceed $20,000, rehabilitation will be recommended. However, if the estimated cost exceeds the $20,000 maximum, the applicant's property will not be considered for rehabilitation. The property may be considered for reconstruction if funds are available.

F. Once the applicant agrees with the scope of work, all parties will sign the final work write-up and cost estimate. If a sub-contractor is to be used, the

figures on the final work write up will be utilized in the bidding process. If no sub-contractor is to be used then the awarding non-profit and applicant will sign a construction agreement.

G. The awarding non-profit will follow procurement procedures for hiring building contractors, if such contractors are needed.

H. A pre-construction conference between the assisted homeowner, awarding non-profit, sub-contractors (if applicable) and SHC Coordinator will be conducted to insure all parties are in agreement about the work to be completed. The pre-construction conference will consist of two parts: Part 1 deals with basic contract and procedural issues: begin and end dates of the contract, terms of the contract, payment schedule, inspections, requirements, responsibilities, change orders, lead-base paint requirements, complaints and conflict resolution and other programmatic procedures. Part 2 will consist of a walk-through of the house. All parties should understand how the work will proceed. Instructions will be given regarding clean up to be done by the homeowner prior to the work and by the non-profit (or sub contractors) after the work is completed.

I. For Colonia SH Home Repair – the CHAP Coordinator will procure materials needed and ensure they are delivered to the applicant's home. Applicant shall sign an acknowledgement letter for the material. One month will be allowed for the repairs to be completed. Additional time may be granted to the applicant based on extenuating circumstances.

XIV. CONTRACTOR QUALIFICATIONS

In order to be eligible to participate in the construction work financed under this CHAP, contractors must meet the following minimum requirements:

A. The contractor must <u>not</u> be a debarred, suspended, or ineligible contractor according to U.S. General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs and the Department. Verification of contractor eligibility will be obtained from the Department prior to awarding any contract. Verification of building contractor eligibility will be obtained from the Department *<u>prior</u>* to awarding any contracts.

B. The contractor will carry worker's compensation insurance, automobile liability insurance, and unemployment insurance as required by the State of Texas and the Rehabilitation Coordinator. Additionally, the contractor must carry general liability and property damage insurance for rehabilitation work done within the County in the amount of $500,000. This insurance must be applicable to construction work done in the County and must be in effect during the contracted period. Evidence of such insurance must be presented prior to the execution of the contract.

B. The electrical work must be completed by an electrician with an approved license.

C. A licensed plumber must perform all plumbing work.

D. A certificate of insurance meeting the requirements as stated in this Section.

XV. WORK INSPECTIONS AND FINAL PAYMENT

Progress inspections serve three purposes: a) to evaluate the contractor's progress; b) to confirm that applicable housing standards have been satisfactorily met; and c) to confirm that all requirements of the contract have been met to all parties' satisfaction.

A. Progress Inspections

1. A licensed inspector is not required for progress inspections.

2. Inspections to approve payment requests will be made upon request by the awarded non-profit or sub-contractor. These inspections will be made promptly upon request so as not to delay the processing of the payments.

3. The same person will conduct inspections each time.

4. The assisted homeowner and the CHAP Coordinator will sign off on the Housing Rehabilitation Payment Request (Form C05) acknowledging that the work was completed and meets their approval. If the assisted homeowner is not satisfied with any aspect of the work, Form 28 should not be signed until the work is completed. Form 28 must be submitted for a drawdown for housing rehabilitation to be approved.

B. Final inspections by a licensed inspector.

1. When work is nearing completion, the awarded non-profit or sub-contractor will notify the CHAP Coordinator of a specific date when the job will be ready for a final inspection to be conducted by licensed inspector.

2. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification and that the home has been brought up to HQS standards (with the exception of the Colonia SH Home Repair program which does not require a final inspection).

3. The final inspection will be as thorough and deliberate as the initial inspection. Finished carpentry, painting, backfilling, electrical fixtures, all housing assistance activities, and clean-up should be closely checked for completion.

4. The CHAP Coordinator will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.

5. If the home does not pass final TREC inspection, a punch list will be developed. A punch list is a listing of items written as specifications, which constitute the work necessary to be completed under the contract. The punch list will represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the contractor. When all the items on the punch list have been corrected, the TREC inspector will make an additional final inspection on the property to clear all items. **Fees for additional inspections resulting from unfinished or incomplete work will be the sole responsibility of the awarded non-profit or sub-contractors (whichever applies).**

6. A copy of the final inspection will be provided to the assisted homeowner.

C. **Certificate of Completion and Owner Acceptance**

1. After the final inspection has cleared, a release of lien form and a request for payment will be obtained from the awarding non-profit and/or sub-contractors and submitted to the SHC Coordinator.

2. For the purpose of accountability, an owner acceptance form must be signed by the assisted homeowner where they accept and verify that the work under the contract was completed.
3. In addition, the CHAP Coordinator must obtain from the homeowner an executed affidavit of completion which must be in accordance to real property.

4. The applicant will then execute a deferred forgivable promissory note secured by a deed of trust. The deed of trust will be filed in the county's real property records.

5. After receipt of these items, the CHAP Coordinator will order a request for funds, and upon receipt of the funds, disburse the funds to the awarding non-profit and/or sub-contractors. The county must retain 10% of the funds for no less than 30 days. The 10% retainage will be paid after the

30 day period if and only if there are no pending construction concerns from the assisted homeowner.

6. If any problems are identified during this period, the CHAP Coordinator will then notify the awarded non-profit and/or sub-contractors to come back and correct the problem within a reasonable amount of time, not to exceed 2 weeks. Should the awarded non-profit and/or sub-contractor fail to do so, the county will not disburse the retainage. The assisted homeowner may take any necessary legal action and the awarded non-profit and/or sub-contractor debarred from performing any future work in the County. In addition, should the awarded non-profit and/or sub-contractor be doing other work under the CHAP and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected.

D. **Warranties and Liens**

1. All work performed by the awarded non-profit and/or sub-contractor will be guaranteed for a period of one (1) year from the move in date. Such warranty will be stipulated in the construction contract between the contractor and the homeowner. For a period of one (1) year, the assisted homeowner may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

XVII. COMPLAINTS AND DISPUTES

Complaints are either informal or formal. An informal complaint is usually made by the assisted homeowner or contractor to the Rehabilitation Coordinator. The Rehabilitation Coordinator will check out all problems, informal or formal immediately. The Rehabilitation Coordinator will deal with complaints and disputes that are unique to the project and which affect the Colonia SHC Housing Assistance Program as a whole. The Service Provider will handle problems, which cannot be resolved by the Rehabilitation Coordinator. Complains that cannot be resolved at the local level will be addressed to the Department.

Formal Procedures to Resolve Complaints. A formal procedure for dealing with construction-related disputes or complaints will have the following elements:

1. The complaint will be written on a form provided by the Rehabilitation Coordinator.

2. Any and all kinds of disputes or complaints may be handled formally. The person filing the complaint must initiate the formal

complaint process upon submission of a complaint in writing on the prescribed form.

3. The Rehabilitation Coordinator will be responsible for handling the complaint. If the Rehabilitation Coordinator is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the Rehabilitation Coordinator's decision to the County. If the County is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the County's decision to the Department. The decision of the Department will be binding upon all parties involved.

4. Every step of the process will be thoroughly documented and maintained in the files.

XVIII. FILES AND REPORTS

The County will maintain accurate Colonia SHC Housing Assistance Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the Department. Such files will be open for inspection as to qualifications, bids, and awards.

XIX. CHANGES, WAIVERS, AND/OR CONFLICTS

A. The County's governing body will have the right to change, modify, or revoke all or any part of these Colonia SHC Housing Assistance Program guidelines by a majority vote of the governing body. However, the Department must be informed of such changes and if the changes are substantial and do not meet the Department's requirement, Department will have the final word on the issue.

Passed and approved this _____ day of _____, 2013, by the Commissioners' Court of Hidalgo County Texas.

Attest:

_____	_____
Arturo Guajardo, Jr	Ramón García
Hidalgo County Clerk	Hidalgo County Judge

AI-49104 **Urban County** **16. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to amend the Agreement between the County of Hidalgo Urban County Program (UCP) and Proyecto Azteca for the 2012-2016 Colonia Self-Help Center (SHC) Program

BACKGROUND

As a result of Contract No. 712013 between Hidalgo County and the Texas Department of Housing and Community Affairs (TDHCA) having been amended and that Proyecto Azteca is the Non-Profit Service Provider (Contractor) for the program, the UCP is requesting approval of an amendment to the 2012-2016 SHC Program Contract with Proyecto Azteca. The following are the amended budgetary line item revisions:

Current	Activities	Amended
$ 12,540	Public Services (Tool Lending Library)	$10,000
109,260	Residential Rehab	70,000
151,200	Small Home Repair	108,000
387,000	Not Feasible for Rehabilitation (Reconstruction)	512,000
240,000	Other 105(a)(15) (New Construction)	200,000
$900,000	**TOTAL**	**$900,000**

The revisions can be viewed on the attached Exhibit A & B of the contract.

Fiscal Impact

Attachments

Agreement between Proyecto Azteca for SHC
Exhibit A Performance Statement
Agenda with request of approval on 06-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2015 02:08 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Olga Lerma		Started On: 03/27/2015 10:20 AM
Final Approval Date: 04/10/2015		

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO – URBAN COUNTY PROGRAM AND PROYECTO AZTECA TO THE 2012-2016 COLONIA SELF-HELP CENTER PROJECT

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, for the purpose of implementing the 2012-2016 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 712013 between Hidalgo County and the Texas Department of Housing and Community Affairs, herinafter called the TDHCA.

SECTION 2. SELF – HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491), in Hidalgo County.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on June 11, 2013 and terminate on June 26, 2016 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 712013 between the County and TDHCA will be automatically incorporated into this implementation Agreement with Proyecto Azteca without written amendment thereto.

SECTION 4. PERFORMANCE BY COUNTY

Hidalgo County shall be responsible for administering and serving as the fiscal agent for the Colonia Self-Help Center Project, consistent with TDHCA Contract Number 712013 between TDHCA and Hidalgo County. Said contract is hereby incorporated in its entirely by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 712013 and the terms and considerations outlined herein.

A. Proyecto Azteca shall carry out the activities for each colonia target area, as outlined in Exhibit "A" of TDHCA Contract No. 712013, said exhibit being referred to as the Performance Statement, which is attached to this Agreement.

B. Proyecto Azteca shall carry out the activities for each colonia target area, as specified in Section 5.A above, in a manner that does not exceed the grant amount budgeted for such activities in Exhibit "B" to TDHCA Contract No. 712013, said exhibit being referred to as Self-Help Center Budget, which is attached to this Agreement.

C. Proyecto Azteca shall implement the Colonia Self-Help Center Project consistent with the Project Implementation Schedule in Exhibit "C" of TDHCA Contract No. 712013, which is attached to this agreement. Proyecto Azteca will not start work, however, until it receives a notice to proceed from the County. In the event of a conflict in the start date between Exhibit "C" and the notice to proceed, the notice to proceed shall govern.

D. Proyecto Azteca shall implement the Colonia Self-Help Center Project in full compliance with the applicable laws and regulation outlined in Exhibit "D" of TDHCA Contract No. 712013, said exhibit being referred to as Applicable Laws and Regulations, which is attached to this Agreement.

E. Proyecto Azteca will provide all necessary personnel to implement the Colonia Self-Help Center Project. Proyecto Azteca will provide all necessary plans, specifications, documents, reports, inspection, and insurances that may be needed for project completion.

F. Proyecto Azteca shall provide all required program information regarding the progress of the Colonia Self-Help Center Project to the County and/or TDHCA monitors and shall have agency representatives available during monitoring visits to Proyecto Azteca or designated colonia target areas.

G. Proyecto Azteca shall maintain proper program records and provide any necessary reports to document low and moderate income beneficiaries by race, ethnicity, gender, and disability status as may be required by the County and/or TDHCA.

H. Proyecto Azteca shall assist Hidalgo County in order to comply with all TDHCA citizen participation requirements, including the scheduling and conducting of any public hearings necessary to re-designate colonia target areas, make substantial changes in the performances outlined herein, or institute project close-out proceedings.

I. Proyecto Azteca shall assist Hidalgo County to perform any necessary studies, assessments or evaluations that may be needed to serve Self-Help Colonia target areas.

J. Proyecto Azteca shall submit to the County no later than the fifth (5th) day of the month after the end of each calendar quarter of the contract period a Quarterly Progress Report of all construction and non-construction activities by budget categories performed pursuant to Exhibit "A", Performance statement, and of the expenditures and obligation of funds by budget category made pursuant to Exhibit "B", Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

K. The Quarterly Progress Report attached to this agreement as Exhibit "E" shall include Colonia Self-Help Center Project expenditures as well as "Other" leveraged funds provided by Proyecto Azteca. The "Other" leveraged funds shall be delineated by source of funding and designated colonia per applicant in order to document allocation of total funds for said unit as required by TDHCA.

L. Proyecto Azteca will provide a single draw request at completion of each minor repair, rehabilitation, reconstruction project and/or education class. Minor repairs, rehabilitations, reconstruction projects will be in the form of an invoice indicating the name and address of the assisted family, the work completed, proof of inspection (TREC if required) and pictures of the completed work along with Form 28 (Building Contractors Request for Payment) attached to this agreement as Exhibit "F" made available by TCHCA. All other required documentation will be maintained in the clients individual project file as required by the TDHCA. For education classes Proyecto Azteca will provide an invoice for each class with Form 23 (Public Service Draw Request) made available by TDHCA and attached to this agreement as Exhibit "G".

M. Proyecto Azteca draw requests must comply with Texas Administrative Code, Title 10 Community Development, Part 1. Texas Department of Housing & Community Affairs, Chapter 25, Colonia Self-Help Centers Application Requirements, Rule 25.5, Number 6 (A): the Administration line item many not exceed 15 percent of the total budget; (B) the Public Service line item many not exceed 7.5 percent of the total budget; (C) the Application must identify at least 15 percent of the budget will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line each item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant mush demonstrate evidence of supportive documents reflecting expenditure of "other funds" in order to process said request.

N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed nine hundred thousand dollars ($900,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 712013 for UCP.

In the event Proyecto Azteca fails to fulfill its obligations under this Agreement, Proyecto Azteca shall be liable to Hidalgo County for an amount not to exceed Proyecto Azteca grant funding from TDHCA Contract No. 712013. Proyecto Azteca further agrees to reimburse Hidalgo County for any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

This Agreement may be amended by mutual consent of both parties of the purpose of undertaking additional work or providing programmatic clarifications. All amendments shall incorporate all the terms and conditions contained in this Agreement.

Any work or programmatic clarification requiring a budget modification or amendment must be pre-approved by UCP and TDHCA prior to any expenditures or obligation of funds by Proyecto Azteca.

SECTION 8. CONFLICT OF INTEREST

No officer or employee of Proyecto Azteca, no member of the Counties' governing bodies, and no person who exercises any function or responsibility to this Agreement, shall participate in any decision relating to this Agreement which affects his/her pecuniary interest.

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

None of the performances rendered pursuant to this Agreement shall involve, and no portion of the funds provided for in this Agreement shall be used, for political, sectarian, or religious activities.

SECTION 10. INDEMNIFICATION

To the extent permitted by Texas State Law and Constitution, Proyecto Azteca shall indemnify and hold County harmless from all suits, actions or claims of any character due to any intentional or negligent act committed by Proyecto Azteca or its agents pursuant to this Agreement.

To the extent permitted by Texas State law and the Constitution, County shall indemnify and hold Proyecto Azteca harmless from all suits actions or claims of any character due to any intentional or negligent act committed by County or their agents pursuant to this Agreement.

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

Proyecto Azteca shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner which conforms to TDHCA program requirements. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Proyecto Azteca shall retain such record, and any supporting documentation, for the greater of three years from closeout of this Agreement or the actual period required by TDHCA or other applicable laws and regulations.

Proyecto Azteca shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting office, the Auditor of the State of Texas, TDHCA, and Hidalgo County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other prepares, things, or property belonging to or in use by Proyecto Azteca pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Proyecto Azteca. Proyecto Azteca agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Law.

SECTION 12. MONITORING

Hidalgo County reserves the right to perform periodic on-site monitoring of Proyecto Azteca's compliance with the terms and conditions of this Agreement and the adequacy and time lines of Proyecto Azteca's performances. After each monitoring visit, Hidalgo County shall provide Proyecto Azteca with written a report of the monitor's findings. If the monitoring report notes deficiencies in Proyecto Azteca's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Proyecto Azteca. Failure by Proyecto Azteca to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided below.

SECTION 13. TERMINATION

Hidalgo County shall have the right to terminate this agreement, in whole or in part, any time before the date of completion specified in Section 3 of this Agreement whenever Hidalgo County determines that Proyecto Azteca has failed to comply with any term of this Agreement. Hidalgo County shall notify Proyecto Azteca in writing thirty (30) day prior to the date of termination, stating the reasons for such termination, the effective date of such termination, and in the case of partial termination, the portion of the Agreement to be terminated.

Either of the parties to this Agreement shall have the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing , upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the Agreement to be terminated.

SECTION 14. LITIGATION AND CLAIMS

Proyecto Azteca shall give Hidalgo County immediate notice in writing of any legal action, including legal proceedings before an administrative agency, filed against Proyecto Azteca arising out of the performance of any obligation herein. Except as otherwise directed by Hidalgo County, Proyecto Azteca shall furnish immediately to Hidalgo County copies of all pertinent papers or information received by Proyecto Azteca with respect to such actions, proceedings, or claims

SECTION 15. VENUNE

The parties agree that the venue for any litigation pertaining to this Agreement will be in Hidalgo County, Texas.

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the 11th day of June 2013.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Proyecto Azteca Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 19, 2013 by Ann Cass as Director of Proyecto Azteca, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

Irene Montaya
My Commission Expires
07/26/2017

NOTARY PUBLIC, State of Texas
NAME: Irene Montaya
My Commission Expires: July 26, 2017

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 19, 2013 by Diana R. Serna as Director of the County of Hidalgo Urban County Program.

(seal)

Irene Montaya
My Commission Expires
07/26/2017

NOTARY PUBLIC, State of Texas
NAME: Irene Montaya
My Commission Expires: July 26, 2017

EXHIBIT A
PERFORMANCE STATEMENT

Proyecto Azteca shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in the UCP SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Proyecto Azteca shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services (Tool Lending Library) **$12,540.00**

Proyecto Azteca shall utilize twelve thousand five hundred and forty dollars and no cents ($12,540.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts.

These activities shall benefit three thousand three hundred seventy-eight (3,378) persons of which two thousand five hundred thirty-three (2,533) or seventy-five percent (75%) are of low to moderate income.

9a. Residential Rehabilitation

Residential Rehabilitation **$109,260.00**

Contractor shall conduct nine (9) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of twelve thousand one hundred and forty dollars and no cents ($12,140.00) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

Small Home Repair **$151,200.00**

Contractor shall assist forty two (42) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents ($3,600.00) that will bring the repaired section of the home up to, at a minimum, Housing Quality Standards (HQS).

These activities shall benefit one hundred twenty six (126) persons, of which one hundred twenty six (126) or one hundred percent (100%) are of low to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction) **$387,000.00**

Contractor shall conduct nine (9) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty three thousand dollars and no cents

($43,000.00) that will bring the reconstructed homes up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15) (New Construction) **$240,000.00**

Contractor shall conduct six (6) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty thousand dollars and no cents ($40,000.00). Homes will be built up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit eighteen (18) persons, of which eighteen (18) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET

Line	Categories	Current Contract Funds	Other Funds*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 12,540		$ 12,540
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 260,460		$ 260,460
9b	Commercial Rehabilitation			
10	Public housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For- Profit Entities			
14c	Micro Enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 387,000		$ 387,000
15c	Other 105 (a) 15 (New Construction)	$ 240,000		$ 240,000
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	$ 900,000		$ 900,000

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE

Years 1 and 2

ACTIVITY/MILESONTE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services			X																					
6-Month Milestone (Environmental Review Submitted)						X																		
Construction Bidding and Awarding Initiated							X																	
Construction (Initiation)								X																
18-Month Milestone (30% Expended)																		X						

Years 3 and 4

ACTIVITY/MILESONTE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
30-Month Milestone (60% Expended)						X												X						
42-Month Milestone (90% Expended)																							X	
Final Inspections																							X	
Final Milestone (100% Expended)																							X	
Close-Out																							X	

Contract Start Date

Contract End Date
June 26, 2016

EXHIBIT D
THE APPLICABLE LAWS AND REGUALTIONS

Proyecto Azteca shall comply with the Act and Regulations specified in Section 3 of this contract and OMV Circular and federal regulations in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R.Part 205); and with all other federal, state, and local laws and regulations at the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit Contract.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.R.R. Part I, "Nondiscrimination Federally Assisted programs of the Department of Housing and Urban Development – Effectuation of T the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3602 et sq amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Subrecipient comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basic imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sect 6101 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development C.F. R. Part 8. By signing this contract, the Subrecipient understands and agrees that the activities funded by operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S. 4152 et seq.), including the use of the telecommunications device for deaf person (TDDs) or equally communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 276a-276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec 1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-based Paint Poisoning Prevention Act (42 U.S.C. Sec 4831(b)) and the pro established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 C.F.R. Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assumed environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply the provision of the National Environmental Policy Act of 1969, as amended and the Council Environmental Quality regulations contained in 40 C.F.R. part 1500 through 1508. This inc responsibility for compliance with the applicable provisions and requirements of the Federal laws authorities specified in §58.5. The responsible entity must certify that it has complied with the requirement that would apply to HUD under these laws and authorities and must consider the criteria, standards and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act 1969 as amended (16 U.S.C. 470 et seq.), partial sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, (36 FR 8921), 3 C.F. R. 1971-1975 Comp., p. 559, particularly section 2 (c).

(3) Federal historic preservations regulations as follows:

(i) 36 C.F.R. part 800 with respect HUD programs other than Urban Development Action (UDGA) and
(ii) 36 C.F.R. part 801 with respect UDAG

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation of 1974 (16 U.S.C. 469 et seq.), particularly Section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 1988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R. Comp., p. 117, as interpreted in HUD regulations as 24 C.F.R. part 55, particularly section the order (For an explanation of the relationship between the decision-making process in 24 part 55 as this part, see §55.10 of this subtitle A.)

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, partial section 307(c) and (d) (16 U.S.C. 1456 (c) and (d)).

(d) Sole source aquifers

(1) The Safe Drink Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq. and 21 U.S.C. 3 amended; particularly section 1424(e) (42 U.S.C. 300h-3(e).
(2) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic River Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278 (b) and (c)).

(g) Air quality

(1) Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly sections 176(c) and U.S.C 7506 (c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1504( ) 1541 (7 U.S.C. 4201 (b) and 4202).
(2) Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 685).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 51.303 (a)(3)

(2) HUD Notice 79-33, Policy Guidance of Address the Problems Posed by Toxic Chemical Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice for Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. P. 85

(k) Other requirements

Section 24 C.F.R. Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section et seq.), 24 C.F.R. Part 42, C.F.R. 570.606 §104 (d) of the Housing and Community Development A in 24 C.F.R. Part 42.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 – Equal Protection of the Laws for Faith- Based and Organization, (67 FR 77141).

EXHIBIT E
QUARTERLY PROGRESS REPORTS

Contract No.: 712013

Locality Name: Hidalgo County

Quarterly Reporting Period: ☐ Jan-Mar 20__ ☐ Apr-Jun 20__ ☐ Jul-Sep ☐ Oct-Dec 2012

1	2			3	4 ACCOMPLISHMENTS								
	TxCDBG Funds			Other Funds	Proposed				Activity this Quarter		Actual / To Date		
Line Item #, Activity & Subactivity (if applicable)	a. Current Budget	b. Total Drawn	c. Balance Remaining	Expenditures To Date	d. Deliverables	e. Total Beneficiaries	f. Total L/M Beneficiaries	g. Deliverables	h. Total Beneficiaries	i. Total L/M Beneficiaries	j. Deliverables	k. Total Beneficiaries	l. Total L/M Beneficiaries
7. Public Service *Tool Lending Library checkouts*								-	-	-	-	-	-
9a. Residential Rehabilitation *Residential Rehabilitation*								-	-	-	-	-	-
Small Home Repair								-	-	-	-	-	-
13. Administration													
15b. Not feasible for Rehabilitation *Reconstruction*								-	-	-	-	-	-
15c. Other 105(a)(15)(New Construction) *New Construction*								-	-	-	-	-	-
Total:	$ -	$ -	$ -	$ -									

EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT
FORM 28

MINORITY
BUSINESS
STATUS

Contractor/Subcontractor Name *List all contracts awarded this quarter only*	Contract Amount			Column Codes: *See instructions for codes*						
	CDBG Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G

Certification by county representative:

_____

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Building Contractor's Request for Payment

County: _____ Contract Number: _____

Homeowner: _____ Contractor: _____

Address: _____

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

_____ The information presented on this form is true and complete to the best of my knowledge.

_____ Construction or other work performed to date on the above-referenced address has been satisfactorily completed according to the attached itemized invoice.

_____ All expenses for which payment is being requested herein were incurred on the above-referenced address.

I hereby request inspection and authorization of payment for work completed to date in the amount of:

$_____

Signature of Contractor: _____ Date: _____

Homeowner Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice, contingent upon concurrence with the Colonia Self Help Center authorized representative.

_____ For **small home repair**, I certify that I have received the attached list of materials in accordance with the work write-up and that all work has been completed, inspected, and approved by the Colonia Self Help Center authorized representative.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice.

_____ For **small home repair**, I certify that the attached list of materials is in accordance with the work write-up, was delivered to the above-referenced home and that all work has been completed, inspected, and approved.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 31395
Pete De La Cruz

Date: March 7, 2012
Deadline for Action: March 20, 2011
Department: Urban County Program

Meeting Date Request: March 20, 2012
Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956)787-5291

Diana R. Serna, UCP Director

Caution:

Approval of resolution authorizing the County of Hidalgo Urban County Program to submit a proposal for a Self Help Center Application to the Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiative (OCI) in the amount not to exceed $1,000,000 and authorizing the County Judge to act as the County's Authorized Signatory in all matters pertaining to the County's participation in the Texas Community Developments Block Program, TDHCA - OCI 2012 Self Help Center Program Fund Application.

Background:

The County of Hidalgo Urban County Program will be submitting an application for the funding of the Colonia Self Help Center Program. This application will fund housing activities in five colonia areas in Hidalgo County. Activities taken place are as follows: New construction, reconstruction, rehabilitation, home repair counseling, technology access, and other related activities. If approved, Hidalgo County Urban County Program will request proposals from service providers for implementation of the Colonia Self Help Center Program.

Please initial for approval:

Legal Counsel _____
Dept./Fund No. _____
Account Code: _____

Budget _____
Amt. Expended: $ _____
Impact on Future Budget: Yes __ No __

Human Resources _____
Funds/Staffing Budgeted: Yes: ___ No: ___

Comments:

APPROVED Co. Comm. Ct.
DATE 2/20/12

Action taken by Commissioner's Court:
Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

n:\wpwin60\wpdocs\agreqfrm.wpd

EXHIBIT G

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY PROYECTO AZTECA, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDHCA;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARING AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAM, AS SPECIFIED BY TDHAC;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVED-MENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSED OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSON OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDHCA.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

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

PROYECTO AZTECA

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR ANY 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, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM – LLL, "DISCLOSURE FORM TO REPORT LOBBING", 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 WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

EXHIBIT A
PERFORMANCE STATEMENT

Proyecto Azteca shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in the UCP SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Proyecto Azteca shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services (Tool Lending Library) **$10,000.00**

Proyecto Azteca shall utilize ten thousand dollars and no cents ($10,000) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area. A resident will be counted once unless he/she checks out a different tool, then they will be counted again.

These activities shall benefit three thousand three hundred seventy-eight (3,378) persons of which two thousand five hundred thirty three (2,533) or seventy five percent (75%) are of low to moderate income.

9a. Residential Rehabilitation

Residential Rehabilitation **$70,000.00**

Proyecto Azteca shall conduct seven (7) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of ten thousand dollars and no cents ($10,000.00) that will bring the rehabilitated homes up to, at a minimum, Housing Quality Standards.

These activities shall benefit twenty eight (28) persons, of which twenty eight (28) or one hundred percent (100%) are of low to moderate income.

Small Home Repair **$108,000.00**

Proyecto Azteca shall assist twelve (12) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of nine thousand dollars and no cents ($9,000.00) that will bring the repaired section of the home up to, at a minimum, Housing Quality Standards.

These activities shall benefit forty (40) persons, of which forty (40) persons or one hundred percent (100%) are of low to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction) **$512,000.00**

Proyecto Azteca shall conduct ten (10) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty one thousand and two hundred dollars and no cents ($51,200). Homes will be reconstructed up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit forty two (42) persons, of which forty two (42) persons or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15) (New Construction) **$200,000.00**

Proyecto Azteca shall conduct four (4) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of fifty thousand dollars and no cents ($50,000). Homes will be reconstructed up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit sixteen (16) persons, of which sixteen (16) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET

Line	Categories	Current Contract Funds	Other Funds*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 10,000		$ 10,000
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 178,000		$ 178,000
9b	Commercial Rehabilitation			
10	Public housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For- Profit Entities			
14c	Micro Enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 512,000		$ 512,000
15c	Other 105 (a) 15 (New Construction)	$ 200,000		$ 200,000
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	$ 900,000		$ 900,000

AI - 38971 Urban County 13. B.

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Steve De La Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to enter into contract with Proyecto Azteca for the purpose of implementing the 2012-2016 Hidalgo County Urban County Program (UCP) Colonia Self-Help Center Project.

BACKGROUND

The Urban County Program requested proposals to enter into a "Service Provider" contract with a non-profit organization that has demonstrated ability to carry out colonia self help activities, on October 3, 2012. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding and experience. The UCP requests approval to appoint Proyecto Azteca as the "Service Provider" in order to award the 2012-2016 Hidalgo County Urban County Program (UCP) Colonia Self-Help Center Project contract in the amount of $900,000 to this non-profit organization. Proyecto Azteca shall perform colonia self help activities such as new construction, small home repairs, housing rehabilitation/reconstruction, tool lending library and related activities. These activities will be undertaken within five (5) target colonias: El Charro Subdivision #2 in Precinct 2, Colonia Lucero del Norte in Precinct 1, Country View Estates in Precinct 2, Indian Hills Subdivision I in Precinct 1 and Indian Hills Subdivision II in Precinct 1.

Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:06 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mary Flores **Started On:** 05/28/2013 05:00 PM

Final Approval Date: 06/07/2013

AgendaQuick©2005 - 2015 Destiny Software Inc., All Rights Reserved

AI-49298 **Urban County** **16. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a best and final negotiated contract for Professional Construction Management services with LeFevre Engineering & Management Consulting, LLC in the amount of $420,000.00 for the management and coordination of the Delta Area Connector/ East Lateral Project, utilizing the General Land office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

BACKGROUND

LeFevre Engineering and Management Consulting, LLC has submitted a best and final offer for the management and coordination of the 3 phases of the Delta Area Connector/ East Lateral Project within Precinct No.1. LeFevre Engineering and Management Consulting, LLC was the highest ranked firm by Commissioner's Court on March 31, 2015. See attached letter of best and final offer, engineering cost proposal and fee breakdown, scope of services, and certificate of liability insurance.

Professional Construction Management: LeFevre Engineering & Management Consulting, LLC
Contract Amount: $420,000.00
Account Number: 6540-62-0309-5200-6200

Funds Available: $420,000.00

Contract is currently being reviewed by our attorney, Mr. Steve Crain of Atlas, Hall & Rodriguez LLP.

Fiscal Impact

Attachments

Attachment
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 01:21 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/10/2015 11:38 AM
Final Approval Date: 04/10/2015

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH 956.968.8733
FAX 956.969.1417

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

April 10, 2015

Ms. Diana Serna, Executive Director,
Urban County Program
427 E. Durante Ave.
Suite 107
Alamo, TX 78516

Subject: Delta Area Connector/ East Lateral Project

Dear Ms. Serna,

Please accept this letter as Precinct No.1's formal request to submit an agenda item for the recommendation of LeFevre Engineering and Management, Inc. as the Professional Engineering Service Firm through the Hidalgo County Commissioners' Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Precinct No.1 Flood Drainage Improvements Project known as the Delta Area Connector/ East Lateral. (GLO Contract #12-406-000-6453).

Please call me if you have questions or require additional input from my office.

Respectfully,

Raul Lozano, Chief of Staff Precinct 1

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

April 8, 2015

Submitted to:
Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program – Delta Area Connector/East Lateral

Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project and is based on a twelve (12) month contract instead of a ten (10) month contract. As per our meeting on April 9,2015, the final negotiated fee will decrease from $450,000.00 to $420,000.00 as seen below.

Engineering Cost Proposal and Fee Breakdown by:		
LeFevre Engineering & Management Consulting, LLC		
Task 1 – Observation, Management & Coordination of County Forces for Construction of the Delta Area Connector/East Lateral	$292,500.00	
Task 2 – General Oversight of General Contractor(s) & Coordination with Project Engineer on Publicly Bid Portion of the Delta Area Connector/East Lateral	$127,500.00	
Total		**$ 420,000.00**

This offer does not include, material testing, Right-of-Way Acquisition or mapping, geotechnical engineering, environmental assessments, development of traffic control plan, bypass pumping plans, Storm Water Pollution Prevention Plans, TxDOT Permits (if needed), and establishment of staging area or yard. These would be considered additional services and would be needed to be added to contract.

Please call me if you should have any questions at (956) 687-5362.

Respectfully yours,

Richard LeFevre, P.E.
President

cc: Z:\Contracts\Hidalgo\Precinct 1\CM\BAFO - Urban County - CM - Copy.docx

EXHIBIT B
Engineering Cost Proposal and Fee Breakdown

Task 1 – Construction Phase Engineering, Inspection, Construction Staking, Administration		$292,500.00
Task 2 – Construction Management, Administration, Construction Phase Engineering		$127,500.00
	Total	**$420,000.00**

This Fee is based on a twelve (12) month contract.

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.8363
Texas Registered Engineering Firm F-11722

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING

Professional Engineering Cost Breakdown
Urban County Water Delta Area Connector/East Lateral
P188

Contract Length **43 Weeks** **215 Working Days**

LEMC Professional Engineering Services:		
Hourly Rates:		
Principal Engineer	200.00	$/Hr
Engineer	175.00	$/Hr
Project Manager	130.00	$/Hr
CADD Technician	85.00	$/Hr
Inspector	75.00	$/Hr
Administration	65.00	$/Hr

Task 1	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Admin
Preconstruction Meeting w/ stakeholders	2	8	4		0
Develop project objectives with stakeholders	2	8	4		0
Determine project responsibilities and identify phases of project	2	8	4		0
Work with Project Engineer and Owner to determine project specifications by reviewing project design, owner requirements, and performance standards	2	8	4		0
Preliminary and Final Project Schedule	2	8	4		0
Daily Onsite Visitation, Coordination with County Forces for personnel, equipment, etc. Daily Site Visits	4	80	16		80
Control project plan by reviewing design and specifications; assist with project schedule changes, and resolutions to changes in project progress	4	30	16		0
Preparation of Daily Reports, Photos, and project status reporting.	4	80	16		8
Reviewing and ensuring compliance with County, State, and Federal Requirements. Section 3	2	30	8		38
Maintain jobsite records, SWPPP, bypass pumping (if needed)	0	38	2		8
Construction Staking oversight and coordination with Surveyor	8	60	24	100	16
Assist County and Engineer with Pay Application, Change Orders, Pay applications	4	45	20		32
Pre-Bid Meeting, Bid Opening, and Preconstruction Meeting with Contractor, Project Engineer, and Owner Representatives.	8	40	10		0
Monthly Status Reports	8	50	20		62
Cost control system and meetings to review costs	1	30	20		0
Review and Submission of Certified Payroll to Owner	0	60	2		70
Urban County Monthly Employment Utilization Reports	0	60	2		80
Section 3 monthly reports	0	30	0		38
Traffic Control Monitoring	1	8	8		
Record Drawings and Asbuilts	2	40	16	120	60
TOTAL FOR TASK 1	**90**	**1108**	**326**	**336**	**690**
	$ 18,000.00	**$ 144,040.00**	**$ 57,050.00**	**$ 28,560.00**	**$ 44,850.00**

Task 2 - Construction Management of Publicly Bid Project	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
Preconstruction Meeting w/ stakeholders	1	4	4		
Develop project objectives with stakeholders	1	4	4		
Determine project responsibilities and identify phases of project	1	4	4		
Work with Project Engineer and Owner to determine project specifications by reviewing project design, owner requirements, and performance standards	1	4	4		
Preliminary and Final Project Schedule	1	6	8		
Daily Onsite Visitation, Coordination with County Forces for personnel, equipment, etc. Daily Site Visits	1	40	10		40
Control project plan by reviewing design and specifications: assist with project schedule changes, and resolutions to changes in project progress	1	30	8		
Preparation of Daily Reports, Photos, and project status reporting.	1	40	8		50
Reviewing and ensuring compliance with County, State, and Federal Requirements. Section 3 by Contractor	2	30	8		30
Alsst with maintainging jobsite records, SWPPP, bypass pumping (if needed)by Contractor.	2	40	8		20
Assist County and Engineer with Pay Application, Change Orders, Pay applications	1	20	8		20
Assist County with with Pre-Bid Meeting, Bid Opening, and Preconstruction Meeting with Contractor, Project Engineer, and Owner Representatives.	4	20	15		8
Monthly Status Reports	10	50	20		20
Cost control system and meetings to review costs with Owner and Project Engineer	2	20	10		
Assist with Review and Submission of Certified Payroll to Owner	2	40	8		20
Insure compliance with Contractor for submitting Urban County Monthly Employment Utilization Reports	2	40	8		
Insure compliance with Contractor for submitting Section 3 monthly reports	2	40	8		
Weekly and monthly status meeting and agendas.	8	40	20		30
Assist owner with compliance by contractor for submittals of Record Drawings and Asbuilts	8	50	30		
TOTAL FOR TASK 2	51	522	193	0	238
	$ 10,200.00	$ 67,860.00	$ 33,775.00	$ -	$ 15,665.00

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
TOTAL	$ 28,200.00	$ 211,900.00	$ 90,825.00	$ 28,560.00	$ 60,515.00

CONTRACT AMOUNT $ 420,000.00

Exhibit "A"
SCOPE OF SERVICES

Urban County Program Year ___ (201__) Delta Area Connector/East Lateral

PREPARED BY:
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to construct Urban County Program Year ___ (201__) Delta Area Connector/East Lateral.

The following tasks are based on a twelve (12) month contract. Any additional time will be negotiated with the County.

Contract Amount: $ 292,500.00

Project Tasks

Task 1 – Observation, Management, & Coordination of County Forces for Construction of the Delta Area Connector/East Lateral

1. Prepare and conduct a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved in the project.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer and Owner to determine project specifications by reviewing project design, customer requirements, and performance standards.
5. Determine project schedule by studying project plan and specifications; calculating time requirements in coordination with project engineer and HDDNo.1 personnel.
6. Maintains project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.
7. Control project plan by reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.
11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, engineer, and contractors with respect to all aspects of the project.

13. Implement such procedures; maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Oversight of County forces and personnel performing construction activities for the aforementioned project.
15. Provide construction staking to establish lines, slopes, grades, and centerlines.
16. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
17. Implement labor policy in conformance with the requirements of the public owner and other State and Federal requirements for project.
18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Provide periodic status reports to owner, or project engineer
22. Establish and maintain a cost control system and conducting meetings to review costs.
23. Submission of Certified Payroll on a weekly basis to the Owner.
24. Submit Urban County Monthly Employment Utilization Reports to Owner.
25. Submit Section 3 Monthly Reports.
26. Submit Payroll Deductions for Employees (if any)
27. Submit photos with status reports.
28. Maintain As-Builts throught the Project.
29. Conduct weekly meetings with all stakeholders to discuss progress via conference call.
30. Conduct a monthly meeting with all stakeholders in person to discuss project progress.
31. Coordination of Material Testing for the proposed project.
32. Stormwater Pollution Control Plan and management.
33. Traffic Control monitoring.
34. Dewater and Bypass plan management.

Contract Amount: $ 127,500.00

Task 2 – General Oversight of General Contractor & Coordination with Project Engineer on Public Bid Portion of the Delta Area Connector/East Lateral.

1. Prepare and assist in conducting a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer, Owner and Contractor(s) to determine project specifications by studying project design, customer requirements, and performance standards.
5. Assist Project Engineer with project schedule by studying project plan and specifications; calculating time requirements.
6. Assist Project Engineer with project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.

7. Control project plan by assisting County with reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.
11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, project engineer, and contractors with respect to all aspects of the project.
13. Implement such procedures; assisting Contractor with maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
15. Implement labor policy for Contractor in conformance with the requirements of the public owner and other State and Federal requirements for project.
16. Review the safety and equal opportunity programs of each Contractor for conformance with the public owner's policy and making recommendations.
17. Review and process all applications for payment by involved contractors and material suppliers in accordance with the terms of the contract.
18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Coordinate and expedite the work of all contractors.
22. Provide periodic status reports to owner, or project engineer
23. Establish and maintain a cost control system and conducting meetings to review costs.
24. Submission of Certified Payroll on a weekly basis to the Owner.
25. Submit Urban County Monthly Employment Utilization Reports to Owner.
26. Submit Section 3 Monthly Reports.
27. Submit Payroll Deductions for Employees (if any)
28. Submit photos with status reports.
29. Review and assist Project Engineer with preparation of As-Builts.
30. Conduct weekly meetings with all stakeholders to discuss progress (via teleconference call)
31. Conduct monthly meetings with all stakeholders in person to discuss project progress, monthly invoicing, etc.
32. Coordination of material testing for proposed project.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2015

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	CONTACT NAME: Robert Shimanek, III	
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: robert@fidelityoftexas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Lloyds Insurance Company	
INSURED LeFevre Engineering & Management Consulting, LLC 612 Nolana Suite 520 McAllen, Tx 78504	INSURER B: The Travelers Indemnity Company	
	INSURER C: The Travelers Indemnity Company	
	INSURER D: The Phoenix Insurance Company	
	INSURER E: Tudor Insurance Company	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2015	03/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		5971X192	03/21/2015	03/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571	03/21/2015	03/21/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [X] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3676T38	03/21/2015	03/21/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			AEL1004469	08/19/2014	08/19/2015	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION MANAGER SERVICES AGREEMENT

THIS AGREEMENT is made effective the 14TH day of APRIL, **2015**, by and between the **County of Hidalgo, Texas** acting by and through the Hidalgo County Urban County Program ("County") and **LeFevre Engineering & Management Consulting, LLC** ("Construction Manager").

W I T N E S S E T H:

WHEREAS, the County requires construction management services for the: **"Delta Area Connector/East Lateral"** located within Hidalgo County Precinct No. 1"; (the Project) and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for Construction Management Services, (attached hereto as Exhibit A); and

WHEREAS, from which Construction Manager has been selected from the "Pool" of pre-qualified Construction Manager from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of Construction Manager are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, County has selected the Construction Manager to provide construction management services within Hidalgo County Precinct No. 1, in accordance with Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Construction Managers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Construction Manager do mutually agree as follows:

1. **Scope of Services.** Construction Manager agrees to provide to County, "construction management" **for the "Delta Area Connector/East Lateral"** located within Hidalgo County

Precinct No. 1 as shown in Exhibit "B" attached hereto, incorporated herein for all purposes and services to be provided by the Construction Manager. In the event the Construction Manager 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 the Scope of services is secured from another firm, Construction Manager will be responsible for any additional charges or expenses incurred by County.

Further, in the event that it is demonstrated by Construction Manager that County has caused or delayed thus preventing the Construction Manager from meeting the specified agreed upon deadline to provide the Scope of Services ordered, Construction Manager must provide a written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Contract is for the period of one (1) year, effective 4/15/15 and will expire 4/16/16 or unless sooner terminated as provided herein. The Construction Manager 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 Construction Manager for work performed or costs incurred by Construction Manager prior to the date authorized by the County for the Construction Manager to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Construction Manager.** Hidalgo County reserves the right to request these services from other sources other than the Construction Manager 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 Contract, the County agrees to pay the Construction Manager the amounts specified in Exhibit "B-1" attached hereto payable against written invoice submitted by Construction Manager stating hours worked and the tasks described on Exhibit B-1. The request for payment shall be made using forms acceptable to the County and shall show the total amount with hours by each category of individual as shown on Exhibit B-2 (attached hereto and incorporated herein) and the sub tasks

completed on Exhibit B-1 attached hereto 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. Construction Manager agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Construction Manager shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Construction Manager shall undertake and complete the authorized work. The County or the Construction Manager can request conferences to be provided at the Construction Manager'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 Construction Manager, or a subcontractor, the Construction Manager shall provide and require its subcontractor, if any, to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the 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 Construction Manager unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors

made by the Construction Manager, the County shall require the Construction Manager to correct the work at no cost to the County and without amendment to this agreement. If the changes are made at the request of the County and are not due to errors of the Construction Manager, the County will reimburse the Construction Manager for the additional work at the same rate of pay established in Exhibit "B-2". 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 Construction Manager shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Construction Manager or furnished to the Construction Manager by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Construction Manager may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Construction Manager 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 Construction Manager under this Contract. Notwithstanding the foregoing sentence, Construction Manager 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. Construction Manager 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 Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party .All earned fees of Construction Manager for work satisfactorily performed by Construction Manager shall be paid in accordance with the hours worked by Construction Manager at the hourly rates described in Exhibit B-2 up to including the date of termination.

12. **Insurance.** Construction Manager 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, Construction Manager, 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 Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Construction Manager fails to deliver quality service, fails

to achieve the defined goals, outcomes, strategies and outputs set by County, or if Construction Manager fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Construction Manager.

Construction Manager shall receive payment of the documented hours spent working on the Project at hourly rates stated in Exhibit B-2.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Construction Manager, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Construction Manager 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, Construction Manager 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 Construction Manager'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 Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Construction Manager:
LeFevre Engineering & Management Consulting, LLC
Richard LeFevre, PE/President
612 Nolana Avenue, Suite 520
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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 Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this 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

ATTACHEMENTS:

EXHIBIT A	-Request for Qualifications
EXHIBIT B	-Scope of Services to be provided by the Owner
EXHIBIT B-1	-Task Description
EXHIBIT B-2	-Hourly Rates of Construction Manager
EXHIBIT C	-Certificate of Insurance (Hidalgo County)

whenever and as often as may be appropriate.

25. Authority. The execution and performance of this Contract by County and Construction Manager have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Construction Manager in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Construction Manager.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

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.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: APRIL 13, 2015
Stephen L. Crain

CONSTRUCTION MANAGER:
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

By: _____
Printed Name: _____
Title: _____

EXHIBIT
tabbies
A

PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-008-02-04-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and 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/ms

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-008-02-04-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
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, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2015-008-02-04-MSS

Acceptance Due Date: **February 4, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4865
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management 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, three (3) copies of all qualifications and eight (8) 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 – 2015-008-02-04-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management 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, February 4, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management 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 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 4, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus' Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Year's Eve	12/31/15

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)

"Construction Management 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

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-02-04-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services 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 will be for a period starting from March 16, 2015 through March 15, 2016. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management 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, February 4, 2015. 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 SUBMITTAL/DELIVERY:

A total of **one (1) original and three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number 2015-008-02-04-MSS, 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 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 participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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 Respondent'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 moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 28, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 30, 2015. 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 term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

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. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

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 selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

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 EDUCATION/EXPERIENCE SUBMITTAL:
This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:
  - **Site Investigations**

    Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:
    - Existing conditions assessment – (review existing in the field)
    - Site investigations: Need for fill clearing and/or grubbing
    - Access to the site
    - Amount of lay down area available
    - Utility availability and routes into site
    - Constraints (railroad locations, adjacent schools, noise, etc..,)
    - Note surface conditions
    - CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site

Utilities (Gas, water, electric, telephone, sewer, storm drain, etc...)

Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications;

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work. Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures
CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) 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:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - General list of construction projects within the past year.
   - 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.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - 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. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

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." The evaluation system consists of a 100-point system.

1. Professional Qualifications **(25)**

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources **(25)**

In addition to the Construction 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. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

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 Construction Management 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.

3. Experience/Availability of Construction Manager **(20)**

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction 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 Construction 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 Construction 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:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) 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 Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management 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 Construction Management 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.

EVALUATION FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2015-008-02-04-MSS

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) ➢ Meets educational background in Construction Management and/or Construction Science i.e.: o Bachelors Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	
➢ Meets additional minimum required experience of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	
Comments/Rationale For Points:		**Total:**
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) ➢ 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	
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	
Comments/Rationale For Points:		**Total:**
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	
➢ Construction 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. max.) ➢ Demonstrate an understanding of the scope of services	5	
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	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. max.) ➢ 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:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LMTS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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_____

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 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-02-04-MSS

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

_____ 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

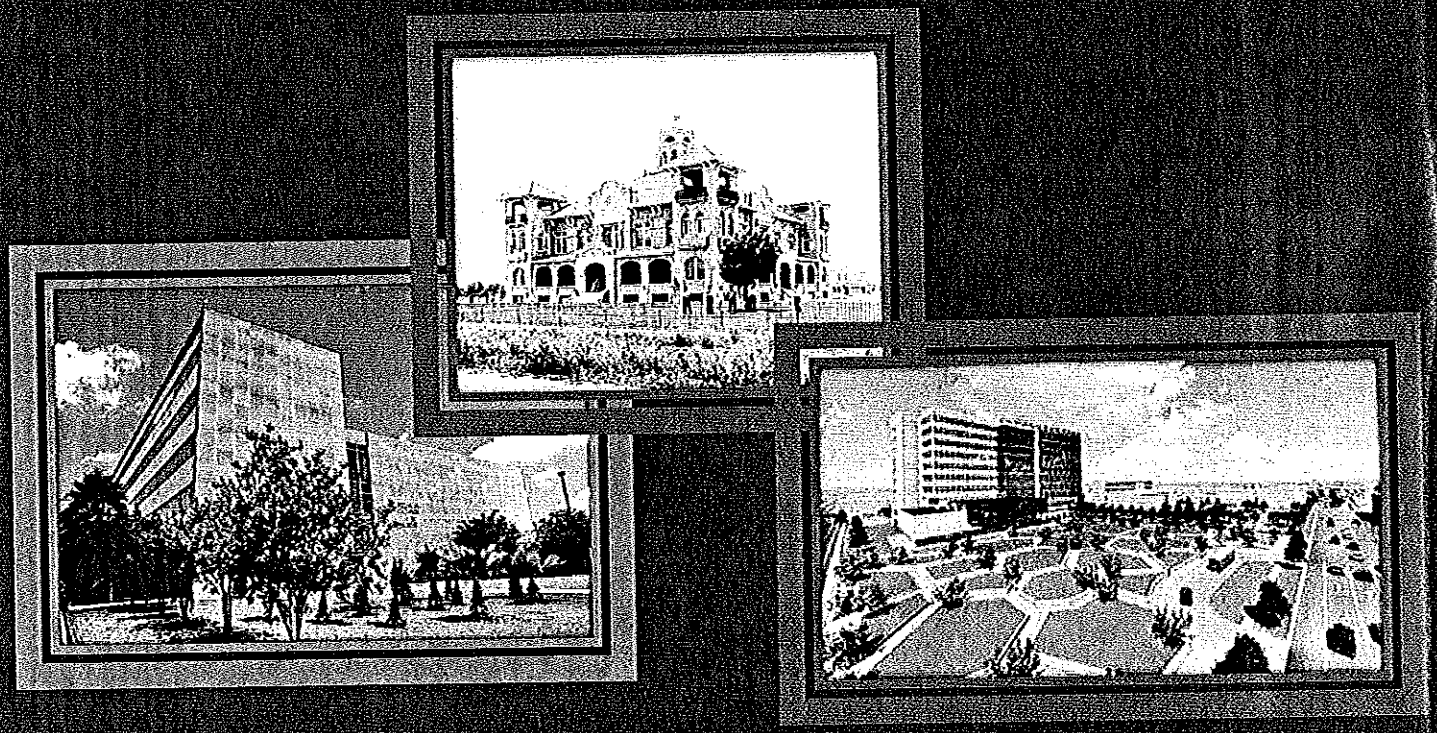
_____ One (1) Original, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

_____ _____
Signature Date

Statement of Qualifications

RFQ No.: 2015-008-02-04-MSS
"Hidalgo County (including all funding sources, programs, and entities) Construction Management Services Pool"

February 4, 2015



LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.6363

Texas Registered Engineering Firm F-11722

February 4, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Re: Request for Qualifications-RFQ NO: 2015-008-02-04-MSS
"Hidalgo County (including all funding sources, programs, and entities) Construction Management Services Pool"

Dear Ms. Salazar:

LeFevre Engineering & Management Consulting (LEMC) is pleased to submit our Statement of Qualifications for the Hidalgo County advertised Request for Qualifications. LEMC's existing knowledge of Hidalgo County construction management requirements allows LEMC to tailor project solutions that will contain the key elements to ensure the success of your projects.

LEMC is a local multidisciplinary engineering and management firm with our main office located in Hidalgo County, McAllen, Texas. LEMC is licensed by the Texas Board of Professional Engineers (TBPE F-11722) and is currently providing construction management and inspection services for **Hidalgo County** and municipalities and school districts located in the Rio Grande Valley and South Texas.

The president and principal contact for the proposed projects will be **Mr. Richard LeFevre, PE.**

We appreciate your consideration regarding this proposal and we express great interest in providing the construction management services for Hidalgo County as described on the Request for Qualifications. Please call if you have any questions or desire additional information.

Respectfully yours,

Richard LeFevre, PE
President

Enclosure: LEMC Statement of Qualifications: One (1) Original, Three (3) Copies, and eight (8) CD's

Table of Contents

Section 1	1.1	Firm Identification
	1.2	Personnel
	1.3	Organizational Chart
	1.4	Affirmative Action
Section 2	2.1	Experience of Project Team
Section 3	3.1	Methodology
Section 4	4.1	Understanding of Project
Section 5	5.1	Familiarity with Applicable Rules and Regulations
Section 6	6.1	Resumes
Section 7	7.1	Request for Qualifications Acknowledgment
	7.2	Insurance Requirement Acknowledgment
	7.3	Project Requirements Acknowledgment
	7.4	Conflict of Interest Questionnaire
	7.5	Proposers Affidavit
	7.6	Proposer/Vendor Application
	7.7	HUB Declaration
	7.8	IRS W-9
	7.9	Certification Regarding Debarment, Suspension Ineligibility
	7.10	Professional Engineering Services Procurement Form
	7.11	Certificate of Professional Liability Insurance
	7.12	TBPE Engineering Firm Certificate & Licenses
	7.13	HUB Certification
	7.14	DBE Certification

Section 1

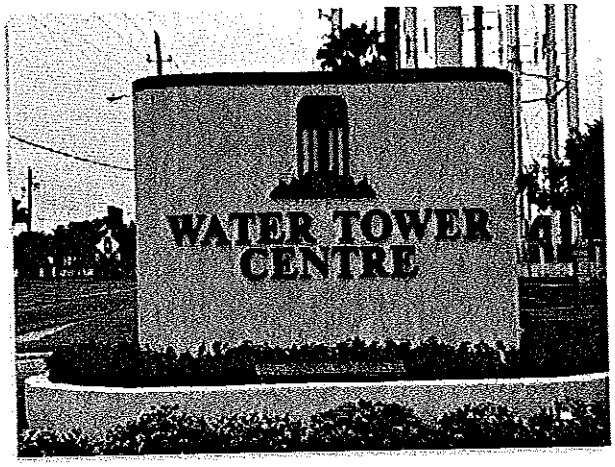
SECTION 1

LeFevre Engineering & Management Consulting, LLC (LEMC) is a multi-disciplinary firm qualified to provide the following services for Hidalgo County:

- ⇒ Planning
- ⇒ Permitting
- ⇒ Construction Oversight
- ⇒ Construction Management
- ⇒ Inspection

LEMC's main and only office is located at **612 Nolana, Suite 520, McAllen, Hidalgo County, Texas**, at the Water Tower Suites.

Our clients will have access to the same LEMC staff at nearly all hours of the day if needed. LEMC clients have access to the principal, engineers, and other support staff and cell phone numbers will be provided. Hidalgo County staff will have access to the same staff throughout the entire project as we have no turnover unlike larger firms. We will be available for unexpected meetings or construction concerns as you will find when speaking to our references. Because of the size of our firm, our availability, and our ability to multi-task, we take pride in being at our client's side when we are needed.



LEMC was established in 2007 and is located in McAllen, Texas. LEMC is a registered engineering firm licensed to practice in the State of Texas by the Texas Board of Professional Engineers under the firm number F-11722. The TBPE Certificate issued to LEMC can be found in Section 7.12.

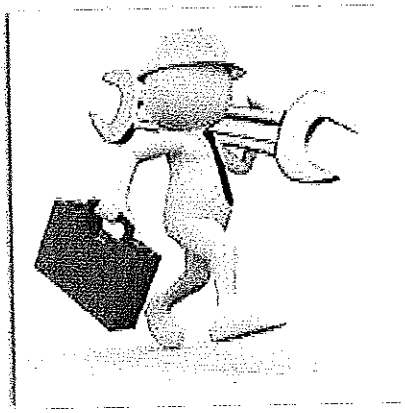
LEMC is a **Limited Liability Corporation** owned and operated by Mr. Wesley Richard LeFevre, BS, MS, PE, who is the principal/CEO of the firm.

A copy of the Certificate of Insurance for professional liability, general liability, worker's compensation, and required vehicle insurance can be found in Section 7.11 of this proposal and LEMC currently provides all insurance required by the County and as per Insurance Requirement Acknowledgement found in Section 7.2 of this proposal.

Carrier:	Fidelity Benefits & Insurance Services, LLLP	
	Policy No:	5970X620
	Agent:	Robert Shimanek, III, 9385 Miller Lane, San Antonio, TX 78266
	Office:	(512) 507-0776

1.2 PERSONNEL

LEMC is currently staffed with three (3) project engineers, one (1) project manager/designer, and one (1) full time inspector, and construction administrative assistant.



The principal contact for all work associated with the County will be **Mr. Richard LeFevre, BS, MS, PE.** *Mr. LeFevre is authorized by the Texas Board of Professional Engineers to practice in Environmental Engineering and Civil Engineering License No. 102200.* Mr. LeFevre has extensive experience in federal, state, and local requirements for funding applications, design, environmental assessments, permits, project management, construction phase engineering, and project inspection and has successfully managed water and wastewater infrastructure projects, street & drainage projects, capital improvements plans, master plans, rate studies, subdivision reviews, and expert testimony of behalf of municipalities for infrastructure projects for municipalities in the Valley for the past fourteen (14) years. Mr. LeFevre will serve as the primary point of contact for contractual negotiations, development of scope, and preliminary cost estimates and planning.

Mr. Emigdio "Milo" Salinas, PE will perform as the project engineer. *Mr. Salinas is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 107703.* He has design and project management experience in street paving design and construction, water distribution and water treatment, wastewater collection and treatment, land development, master plans, capital improvement plans, subdivision reviews, construction phase engineering and project inspection. Mr. Salinas has contributed on various publically funded projects in the Valley with past firms and LEMC. Mr. Salinas has contributed to projects throughout the Valley for the

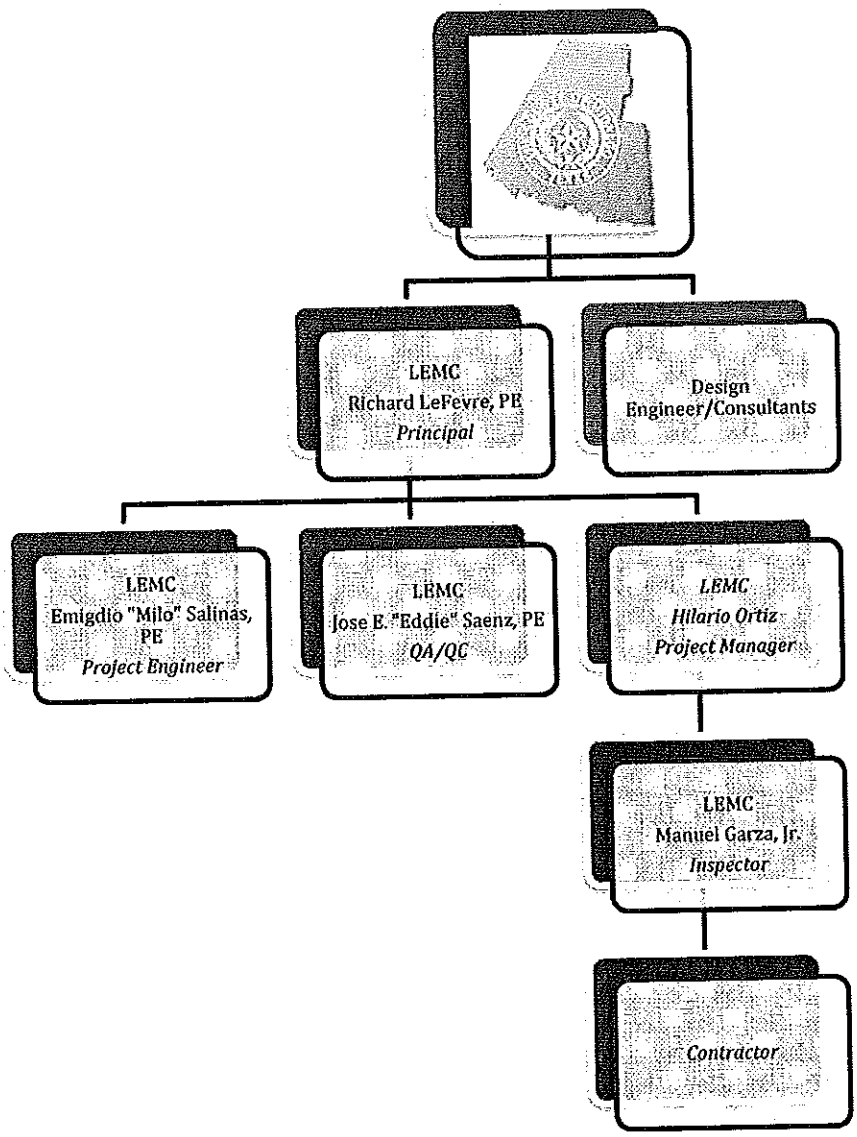
past eight (8) years. Mr. Salinas will serve as project engineer and development of the preliminary design, final design, and engineer of record for all construction phase services.

Mr. Jose E. "Eddie" Saenz, PE will perform as the Quality Assurance/Quality Control for all design and will provide management services needed for all County projects. *Mr. Saenz is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 62553.* Mr. Saenz possesses over 32 years of experience providing engineering design consultation services for cities, counties, and other governmental entities, and has a vast expertise with public policy initiatives that have helped develop infrastructure for South Texas. Mr. Saenz is aware of the interests, concerns and limitations faced by governmental agencies, as he has served the Cities of Edinburg and Pharr as its City Engineer. He has overseen multiple public projects in Hidalgo County and the Rio Grande Valley.

Mr. Hilario Ortiz, Jr. will perform as the project coordinator and designer. Mr. Ortiz has experience in all aspects of project design, coordination, and construction administration. Mr. Ortiz has more than nineteen (19) years experience working on public infrastructure projects. He has been a team member of design groups designing master planned communities in Georgetown, Mission, Donna and Brownsville, Texas. Mr. Ortiz will serve as the project designer and project manager for the project and oversees all conceptual drawings and final drawings. Mr. Ortiz will serve as direct contact for oversight of inspection services.

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

1.3 ORGANIZATIONAL CHART



1.4 AFFIRMATIVE ACTION – SMWBE REQUIREMENTS

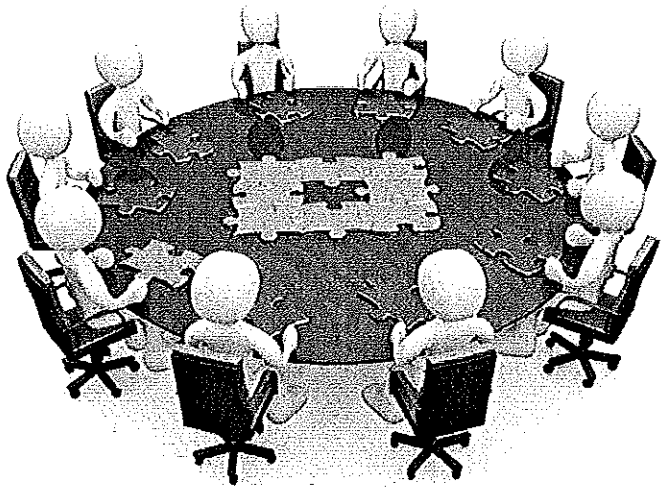
LeFevre Engineering & Management Consulting, LLC is a registered **Historically Underutilized Business (HUB)** by the State of Texas Historically Underutilized Business Certification and a **Disadvantaged Business Enterprise (DBE)** under the Texas Department of Transportation Compliance Program. A copy of the certifications can be found in Section 7.13 and 7.14 of this proposal. It is the policy of the company to promote affirmative action and to provide equal opportunity to all employees and applicants for employment; and to administer all terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.

Section 2

SECTION 2

2.1 EXPERIENCE OF PROJECT TEAM

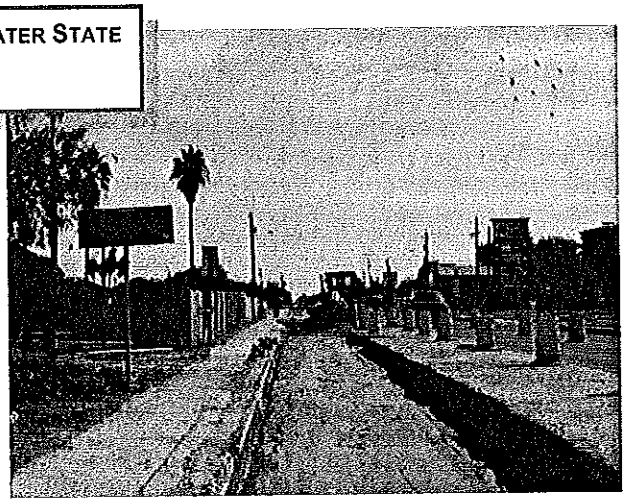
LEMC has developed a unique expertise and knowledge with public entities, such as Hidalgo County, with relation to planning, design, and project management utilizing local, state, and federal funding programs unmatched by many engineering firms in *the Rio Grande Valley.* LEMC has managed and designed County projects utilizing funding programs such as the Border Colonia Access Program (BCAP) through Texas Department of Transportation (TxDOT), Texas Parks and Wildlife (TPWD), Texas Water Development Board (TWDB), Texas General Land Office (GLO), US Department of Housing & Urban Development (HUD), Texas Department of Rural Affairs (TDRA) now the Texas Department of Agriculture (TDA), US Department of Agriculture (USDA) and other state, local, and federal programs.



LEMC's governmental experience transcends the line between planning, design, and construction with various projects in public works to include, wastewater and water infrastructure, roadway design, drainage, parking, environmental assessments, environmental permitting, and general construction.

Below are projects specifically related to the experience necessary which LEMC has provided or is providing design services and project management.

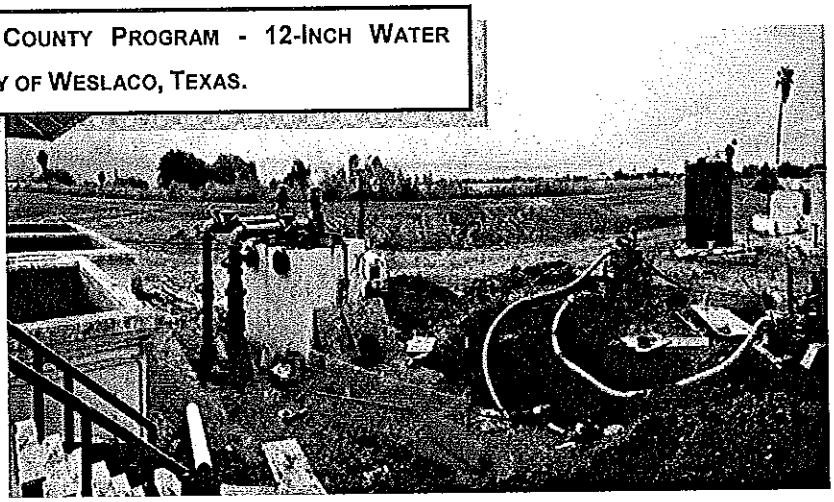
CITY OF ALTON 2012-2014 TWDB CLEAN WATER STATE REVOLVING FUND PROJECT



LEMC submitted the Tier III application and completed the design for this $9.6M Improvement Project. LEMC provided the construction phase management for the project and the project was completed on time and within budget. The project consisted of a 21" wastewater line upgrade to an existing trunk line beneath Main Ave. LEMC analyzed the project schedule, coordinated with TxDOT with repaving, insured the contractor was on schedule, reviewed pay applications, and all change orders. Project Budget: $9.6M

Contact: Mr. Jorge Arcaute, City Manager, City of Alton

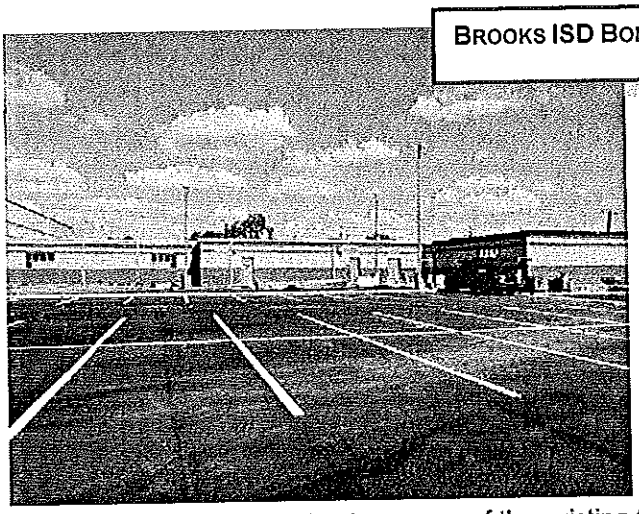
HIDALGO COUNTY URBAN COUNTY PROGRAM - 12-INCH WATER RECYCLE LINE PROJECT, CITY OF WESLACO, TEXAS.



LEMC provided construction phase management and inspection for the construction of a 12-inch DR-18 PVC Water Recycle Line. The design included connecting a basin for backwash water produced by the newly constructed Water Treatment Plant to the existing reservoir. The 12-inch water recycle line also included a bore underneath the main irrigation canal and approximately 400 linear feet of DR-18 PVC, valves, dissipaters, and release aprons. LEMC provided coordination with the City of Weslaco and their contractor while the construction of the $48M Water Treatment Plant. Construction for the plant was ongoing and LEMC insured that the contractor could construct the infrastructure simultaneously during the construction. The project budget was $350K.

Contact: Mr. Mardoqueo Hinojosa, PE, City Engineer, City of Weslaco

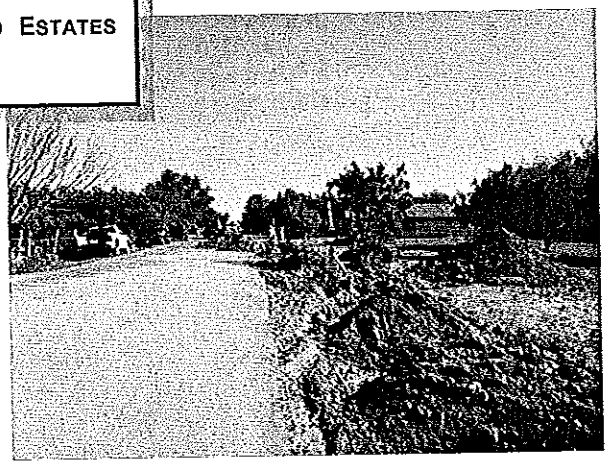
BROOKS ISD BOND IMPROVEMENTS, FALFURRIAS, TEXAS



LEMC is providing construction phase services associated with the construction of a new Jr. High School, Lassater Primary Elementary, and New Elementary School – LEMC was responsible for Drainage, Utilities, Parking, Roads, Site Work, Grading, and Project Construction Management. Coordination was required with the school district and the contractor as use of the existing facilities for different age groups while the construction of the new schools were in progress. LEMC also coordinated demolition with contractor prior to construction of the new buildings

Contact: Mr. Roel Garza, Brooks County ISD School Board

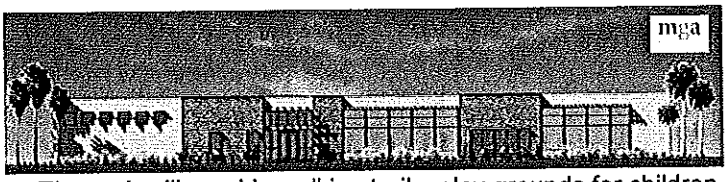
HIDALGO COUNTY URBAN COUNTY PROGRAM – HILLCREST TERRACE AND RANCHO BLANCO ESTATES PROJECT, HIDALGO COUNTY, TEXAS



LEMC designed sewer mains, collectors, service connections, and laterals for Hillcrest Terrace and Rancho Blanco Estates as part of an effort by Precinct No. 4 Commissioner Joseph Palacios. The project consisted of connecting two colonias through Urban County Funding to the City of Edinburg sewer system. LEMC coordinated with Urban County, TCEQ, City of Edinburg, TxDOT, and County officials for the design and construction of the project. **Contact: Tony Barco, Director, Hidalgo County Urban County Program**

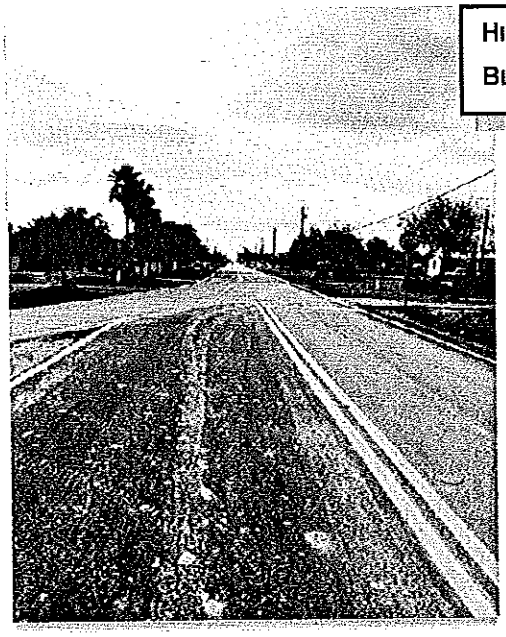
PRECINCT 4 – SUNFLOWER PARK AND COMMUNITY RESOURCE CENTER

LEMC provided civil engineering support for design for a community resource center located in Precinct No. 4. The community resource center will function as a public area for nearby residents to have access to a centralized meeting area. Tasks included management of contractor site grading, site work, water and wastewater design, parking and drainage. LEMC is providing construction phase services for the construction of a public park on the same property. The park will provide walking trails, play grounds for children, an open theatre, soccer field, and a small water park.



Project Estimate: $500K

Contact: Commissioner Joseph Palacios, County Commissioner, Precinct No. 4, Hidalgo County, Texas



HIDALGO COUNTY URBAN COUNTY PROGRAM – OLD LA BLANCA ROAD PROJECT, HIDALGO COUNTY, TEXAS

LEMC completed design, topographic survey, construction engineering, and inspection for Old La Blanca Road. The design included new construction approximately 3,600 linear feet in length and 24 feet in width. The project included improving the drainage ditches along the road and providing positive drainage for a dilapidated road. Project Cost: $320K

Contact: Commissioner A.C. Cuellar, County Commissioner, Precinct No. 1, Hidalgo

Other current projects include:

Project	Client
City of Weslaco North Water Treatment Plant – Engineer/3rd Party oversight – construction management/oversight – LEMC is providing inspection services and construction oversight for the rehabilitation and installation of a new water treatment plant for the City of Weslaco.	City of Weslaco
Texas Department of Public Safety Substation - Starr County – Included the civil design of all drainage, roads, parking lots, sewer and water utilities, and site work for the newly constructed building.	State of Texas
City Planner	City of Primera
2012 Radium Removal System – Construction management, construction phase engineering, and inspection for the construction of a radium removal system in La Pryor, Texas. This is the first of its kind in the state of Texas.	Zavala County Water Improvements District No.1
City of Alton Fire Station – Site work design, drainage, sewer and water utilities design, parking lot and road design. LEMC is providing inspection and construction oversight of project	City of Alton
Lift Station No. 36 – Rehabilitation Project – LEMC provided design, construction management, and inspection services for the rehabilitation of a 1.4 MGD lift station located in Weslaco, Texas	City of Weslaco

Contact Information for all above projects is located below

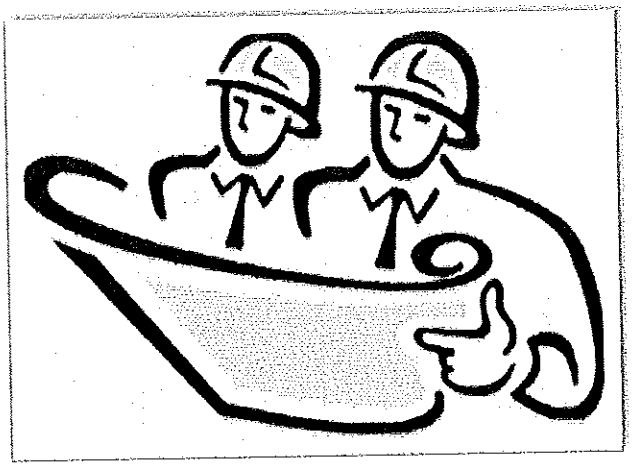
Contact	Address	Phone
Mr. Jorge Arcaute	City of Alton 509 South Alton Blvd. Alton, Texas 78573	956-432-0760
Commissioner Joseph Palacios	Hidalgo County Pct. No. 4 Doolittle Rd Endinburg, Texas 78539	956-383-3112
Commissioner A.C. Cuellar, Jr.	Hidalgo County Pct. No 1 1902 Joe Stephens Ave. Weslaco, TX 78596	956-968-8733
Mardoqeuo Hinojosa, PE	City of Weslaco 255 S. Kansas Ave Weslaco, TX 78596	956-447-3401
Mr. Roel Garza	Brooks County ISD 200 E. Allen Falfurrias, Texas 78355	361-455-2906
Mrs. Jill Kimball	Zavala County WCID No. 1 470 W Edith St La Pryor, TX 78872	830-365-4119

LEMC's current workload is at a 60% capacity. LEMC therefore has the capacity and the key personnel to fulfill the construction management service requirements for Hidalgo County and is available to commence upon the selection.

Section 3

SECTION 3

3.1 METHODOLOGY



LEMC's familiarity with County requirements for projects allows for projects completed on time and within budget. Because a majority of our project managers are licensed professional engineers, we have the knowledge associated with project schedules, payment application requirements, change orders, project status meetings, reports, and other documentation needed to keep the County informed and up to date with the construction of the project. Our Project Managers, being engineers, provide a "third level" of watch over the contractor.

LEMC will assist the County with construction management utilizing the following steps to insure project success:

Task 1 – Study and Report Phase

1. Meet with County staff to review the project requirement and gather all pertinent data.
2. Perform reconnaissance of project area and gather physical data.
3. Assist and insure that consultants contact all appropriate state, federal and local agencies for permit process, time schedule and construction requirements.
4. Assist with funding applications for project.
5. Assist and develop a plan of action for implementation and construction of the proposed project.

Task 2 – Preliminary Phase

1. Meet with County personnel and relevant parties to gather information and coordinate project.
2. Assist with development of preliminary construction plans/profile of project.
3. Assist with reviewing preliminary engineering plans and profiles to County and other affected entities for preliminary approval of proposed improvements.
4. Assist with development of the cost estimates to County.

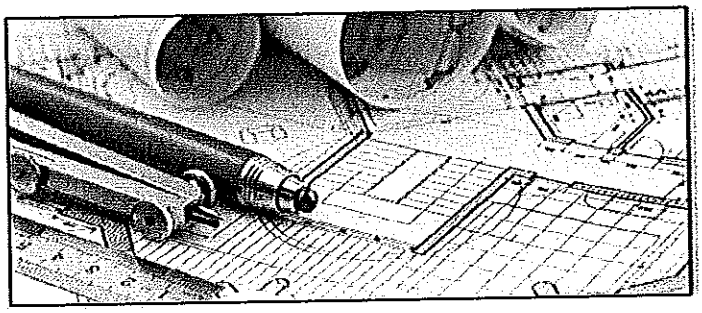
Task 3 – Design Phase

1. Review/Assist engineer/architect with detailed specifications and contract drawings for construction.
2. Assist engineer/architect with preparing detailed cost estimates and proposals, which will include bid items and quantities based on unit price system of bidding.

Task 4 – Bidding/Negotiating Phase

1. Assist the County in the advertisement of project for bids.
2. Assist the County in the opening and tabulation of bids.
3. Assist the County with the bids and award recommendations for the construction contract.
4. Assist in the preparation and implementation of formal Contract Documents.

Task 5 – Construction



1. Provide periodic construction supervision or full-time inspection.
2. Conduct periodic status meetings with contractor, subcontractors, and other parties involved with construction
3. Provide assistance and coordinate with shop drawings/submittals to the County ad Engineer/Architect for approval
4. Assist with the submittals for permits and other documents required for construction.
5. Provide County with Field Reports and Photos
6. Provide updates to County Judge and Commissioners regarding status of construction
7. Insure contractor is adhering to all federal and state safety requirements.
8. Insure that Record Drawings are submitted to County for approval.
9. Insure that contractors and consultants adhere to ADA requirements of the project and construction
10. Assist with change orders due to unexpected conditions encountered.
11. Assist with monthly estimates of work performed by Contractor.
12. Assist with pay requests.
13. Assist with final project close-out.

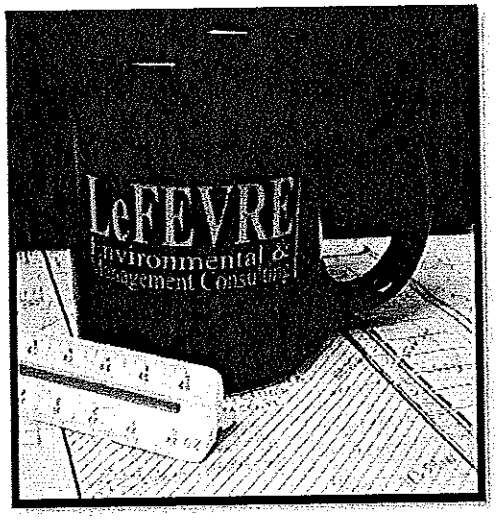
As shown above, LEMC's methodology of preliminary planning, project estimates, construction management services, project inspection, and project closeout can be proven by its ability to provide a "planning to construction" service for its clients.

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Section 4

SECTION 4

4.1 UNDERSTANDING OF PROJECT



LEMC has the talent of a proven management staff with the ability to multi-task and keep projects on time and within budget. Our firm also has the ability to provide project management, planning, assist with permitting, and construction phase services thus providing the "planning to construction" availability of services.

Services to be provided by LEMC to the Hidalgo County include:

Social, Economic, Environmental Studies
Easements and ROW Maps
Utility Adjustments
Pre-Design
Roadway Design
Drainage Reports
Drainage Design
Solid Waste
Plans and Specifications
Bid Preparation

Construction Management
Assist with Design for Alterations/Renovations
Needs Assessments
ADA Compliance
Cost Estimating
Pavement
Water and Waste Retention/Disposal
Project Development
Facility Analysis & Master Planning
Parking Design
Asbestos Abatement

SECTION 5

5.1 FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

LEMC possesses the required knowledge of preliminary planning, funding management, design, environmental, project management, and construction phase services for the County, municipalities and other public utilities throughout South Texas for the past six (6) years. As indicated in previous sections, LEMC has designed parking lots, municipal and county roads, drainage, environmental assessments, water and wastewater utilities, municipal planning and annexations, subdivisions, public buildings, and other aspects of engineering for public projects.

LEMC is knowledgeable in design requirements by Texas Department of Transportation (TxDOT), Texas Department of Agriculture (TDA), Texas General Land Office (GLO), Army Corp of Engineers, Texas Commission on Environmental Quality (TCEQ), US Environmental Protection Agency (EPA), Texas Water Development Board (TWDB), Texas Railroad Commission (TRC), Federal Highway Administration, Texas Department of Housing and Community Affairs (TDHCA), US Department of Housing and Urban Development (HUD), and other county, state, and federal laws with regards to engineering design.

LEMC is knowledgeable in

- ⇒ TCEQ and EPA Clean Water
- ⇒ Texas Pollutant Discharge Elimination System (MS4)
- ⇒ Manual on Uniform Traffic Control Devices
- ⇒ Texas Department of Transportation Design Requirements
- ⇒ Hidalgo County Model Subdivision Rules
- ⇒ Hidalgo County Traffic Requirements

LEMC as provided in previous sections, has the past experience and sufficient knowledge of governmental regulations, codes, guidelines, professional standards and policies required by Hidalgo County for engineering services.

Section 6

SECTION 6

6.1 RESUMES

Please find the enclosed resumes for:

- ⇒ Mr. Richard LeFevre, BS, MS, P.E., President/Principal
- ⇒ Mr. Jose E. "Eddie" Saenz, P.E., QA/QC
- ⇒ Mr. Emigdio "Milo" Salinas, P.E., Project Engineer
- ⇒ Mr. Hilario Ortiz, Jr., Project Manager/Designer

WESLEY RICHARD LEFEVRE, BS, MS, PE
PRINCIPAL/PROJECT ENGINEER



Mr. LeFevre has extensive experience in design and project management of public and private infrastructure projects. Mr. LeFevre has successfully designed and managed projects for municipalities in the South Texas and the Rio Grande Valley for the past 14 years. Mr. LeFevre is licensed to practice in civil and environmental engineering fields in the State of Texas.

Project Role:
Principal/Project Engineer

Education:
Bachelors of Science, 1993
Hardin-Simmons University

Masters of Science, 2000
Texas A&M University at Corpus Christi

Registrations/Certifications:
Professional Engineer, Texas,
No. 102200

Texas Teaching Certificate:
Licensed in Secondary Science

Professional Affiliations:
American Society Civil Engineers,
Texas Society of Professional Engineers

Years of Experience:
14

EXPERIENCE

Present
LeFevre Engineering & Management Consulting. Responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2006 – 2010
Guzman & Munoz Engineering and Surveying, Inc., - McAllen, TX. - Served as Project Engineer and Principal for the McAllen office, specializing in Civil and Environmental aspects of all projects.

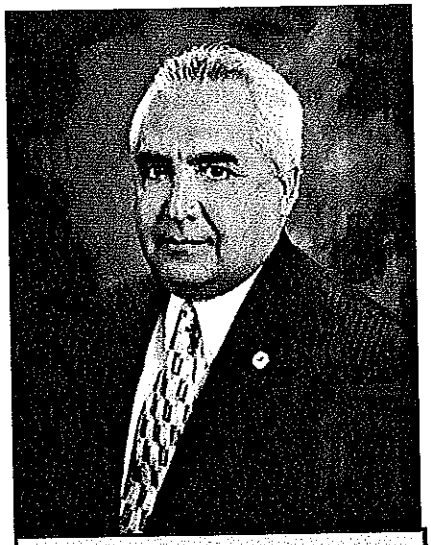
2004 – 2006
Turner Collie & Braden Inc. – Pharr, TX. Served as Environmental Specialist and Project Manager for regional offices in South Texas for Texas Water Development Board-Economically Distressed Areas Program (TWDB-EDAP), Border Environment Cooperation Commission (BECC), and North American Development Bank (NADBank) projects.

2001 – 2004
Texas Engineering Extension Service-Texas A&M University Frank M. Tejeda Center for Excellence in Environmental Operations – Mercedes, TX. Coordinated and provided outreach, technical assistance and technical and professional education at the local level to improve the delivery of water, wastewater, solid waste and other environmental systems to residents. Conducted on-site assessments of utility management and operation, and analyzed the results of assessments performed by others. Used the results of these assessments to designed tailored assistance mechanisms.

2001
Environmental Investigator Texas Commission on Environmental Quality (TCEQ). Knowledge in Texas Administrative Codes and Code of Federal Regulations associated with compliance in industrial hazardous waste, wastewater, water, petroleum storage tanks, and municipal solid waste. Performed routine work in the fields of waste pollution. Conducted routine investigations, surveyed and performed follow-up inspections, prepared technical reports, made recommendations regarding findings and drafted correspondence. Prepared technical papers on studies concerning environmental subjects. Assisted in collection and analyzing environmental samples. Provided technical assistance to the public, regulated community, and other interested groups regarding the application of appropriate regulations.

JOSE E. "EDDIE" SAENZ, BS, PE
QUALITY ASSURANCE/QUALITY CONTROL

Mr. Saenz possesses over 32 years of experience providing engineering consultation services to city, county and governmental entities, and has a vast expertise with public policy initiatives that have helped develop infrastructure for South Texas. Mr. Saenz is well aware of the interests, concerns and limitations faced by municipalities, as he has served the Cities of Edinburg and Pharr as its City Engineer. He as overseen dozens of municipal projects and has been involved in EDAP, TWDB, EDA, EPA, BECC and NADBANC projects among others.



Project Role:
QA/QC

Education:
Bachelors of Science, 1982
University of Texas at Austin

Registrations/Certifications:
TxDOT Local Government Project Procedures Qualified

Professional Affiliations:
Civil Engineer
Professional Engineer, Texas No. 62553

Affiliations:
South Texas Health Systems – Chairman
UT Chancellor's Executive Committee
UT Longhorn Foundation

Years of Experience:
32

EXPERIENCE

Present
LeFevre Engineering & Management Consulting, McAllen, Texas. Responsible for ensuring a quality product is provided through an efficient design that will meet the needs of the client. Responsible for maintaining proper documentation and communication throughout the project.

1995 - 2014
J.E. Saenz & Associates, Inc. Edinburg, Texas
As owner of a full service engineering firm, Mr. Saenz oversaw the day to day activities of over 50 personnel to provide planning, surveying, design, construction management and ROW acquisition services for numerous governmental agencies throughout the Rio Grande Valley. Various projects consisted of effluent lines, water mains, major gravity lines, water tower and regional lift station designs. A notable project consisted of the study, design and construction management of an approximate $40M sewer line upgrades and regional lift station improvements for the City of Pharr which required the coordination of funding sources from NADBANC, EPA, TWDB, BECC and the City.

1990 - 1995
S.A. Garza Engineers, Inc. – Edinburg/Laredo, Texas;
As branch manager, Mr. Saenz was responsible for ensuring that projects were properly designed on-time and within budget. Mr. Saenz assisted in one of the first TWDB funded projects called the Faysville Colonia Project.

1985 - 1990
Baker/Aicklen & Associates, Inc. - Austin, Texas;
As project manager, Mr. Saenz was responsible for various utility, roadway and development projects. Designed and managed projects for several cities and numerous private clients. Served on the City of Austin Water and Wastewater Commission which was responsible for a budget of over $100,000,000.

1983 - 1985
Texas Department of Transportation - Pharr, Texas;
As a graduate engineer, helped design numerous roadways in Hidalgo and Starr County.

EMIGDIO "MILO" SALINAS, PE
PROJECT ENGINEER



Mr. Salinas has 8 years of experience in sewer, water, drainage and street design. He has designed and construction managed industrial, residential, commercial and municipal projects in various areas in Texas. Mr. Salinas is bilingual in English and Spanish.

EXPERIENCE

2011 – Present
LeFevre Environmental & Management Consulting. Responsible for design and construction management for water and wastewater municipal infrastructure. Responsible for planning, coordinating, designing and managing construction for municipal, industrial, land development and residential projects.

2009 – 2011
Guzman and Munoz Engineering and Surveying, Inc.
Provide design and construction management for water and wastewater municipal infrastructures. Responsible for pay request, change orders, project status reports, inspections, construction testing, project status meetings, interacting with client and contractors. Project Engineer/Inspector for Zavala County WCID#1 Wastewater Improvements Project, which includes the infrastructure of a wastewater collections system and wastewater treatment plant for the City of La Pryor.

2007 – 2009
Halff Associates, Inc., McAllen, TX
Provided design for land development that included commercial, industrial and residential sites. Experience with water and wastewater developments with residential, industrial, commercial and treatment facilities. Designing of drawings which included the design of water, sanitary sewer, drainage, paving & dimensional control, grading and erosion control. Programs used included Microstation V8 and Geopak. Engineering calculations included sizing water and wastewater developments, drainage pipes, flumes, drainage ditches or canals, hydraulic calculations, earthwork calculations, drainage statements, probable construction cost, paving sections (with Geotech Reports) and other engineering procedures.

2006 – 2007
Fugro McClelland Marine Geosciences, Houston, TX
Developed analysis for foundations on offshore platforms. Developed preliminary and final reports and provided boring logs and pile design working with a company owned program STRENGTH. In took charge of the drilling vessel with another engineer throughout drilling operations of boreholes and soil testing. Testing included shear strengths, moistures, densities and unit weights. Carried out data process and communication with the Houston office while keeping logs of operations. Professional interaction with clients throughout the duration of the job aboard the vessel was a priority. Some of the clients that we worked with are some of the top companies in the petroleum industry such as EXXON, SHELL, BP, PETROBRAS, PEMEX and CHEVRON.

Project Role:
Project Engineer

Education:
BS, Civil Engineer,
Texas A&M University – Kingsville,
Tx 2006

Registrations/Certifications:
Professional Engineer, Texas, No. 107703

Professional Affiliations:
2004 – Present
Member of ASCE (American Society of Civil Engineers)

2005 – 2006
Member of CEHS
(Civil Engineering Honors Society)

Years of Experience:
8

HILARIO ORTIZ, JR.
PROJECT MANAGER



Mr. Ortiz has 19 years experience in drafting, designing and managing projects throughout Texas and North Mexico. He has assisted in land development and site work engineering for a number of institutional, office, industrial, residential, and commercial sites in various areas of civil engineering.

Project Role:
Project Manager

Education:
A.A.S. Drafting and Design Technology, Texas State Technical College-Harlingen, 1995

Registrations/Certifications:
TxDOT Local Government Project Procedures Qualified

Professional Affiliations:
-

Years of Experience:
19

EXPERIENCE

2010 – Present
LeFevre Environmental & Management Consulting, McAllen, Texas. As office manager, plans, coordinates, and supervises the work of paraprofessional, sub-consultants, and professional engineering staff engaged in construction administration, engineering studies, surveying, and similar engineering projects.

2008 – 2010
Guzman and Munoz Engineering and Surveying, Inc. Harlingen, Texas
Under the direction of the engineer, I plan, coordinate, and supervise the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, roadway or flood control design, and similar engineering projects.

2003 – 2007
AGH Engineering and Surveying - Brownsville, Texas; Operations Manager
Under the direction of the engineer. Planned, coordinated, and supervised the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, residential/commercial development and similar engineering projects.

2000 – 2003
Halff Associates Inc. - Mc Allen, Texas; Project Coordinator
Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCad and Microstation; prepared change orders and as-built plans; for a variety of land development projects throughout the Rio Grande Valley and northern Mexico.

1998 – 2000
Brockette Davis Drake Consultants - Dallas, Texas; Senior Engineering Technician. Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCad; prepared change orders and as-built plans; for a variety of land development projects in the Dallas Metroplex.

Section 7

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Construction Management 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.

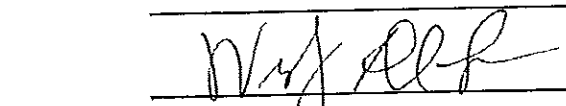
Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to 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: LeFevre Engineering & Management Consulting, LLC

Address: 612 Nolana, Suite 520

By: 

Printed Name: Wesley Richard LeFevre

Title: President

Insurance Requirement Acknowledgment

I, Wesley Richard LeFevre, authorized representative for LeFevre Engineering & Management Consulting, LLC
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): $ 1,000,000.00

Automobile Liability: $ 1,000,000.00 General Liability: $ 1,000,000.00

- have already been met, see attached copy of insurance certificate.

Authorized Representative

February 4, 2015
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, Wesley Richard LeFevre, possess all of the APPLICABLE:

1. Licenses: LeFevre Engineering & Management Consulting, Wesley LeFevre, Emigdio Salinas, Jose. E. Saenz
2. Bonds: Insurance - Professional Liability, General Liability and Auto
3. Certificates: HUB Certification, DBE Certification
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

February 4, 2015
Date

LeFevre Engineering & Management Consulting, LLC
Company

612 Nolana, Suite 520
Address

McAllen, Texas 78504
City, State, Zip

2581688

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.

LeFevre Engineering & Management Consulting, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

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 WESLEY RICHARD LEFEVRE

Signature of person doing business with the governmental entity

January 28, 2015

Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2015 02581688

Instrument Number: 2015-2581688
As
Recording

Recorded On: January 28, 2015

Billable Pages: 1
Number of Pages: 2

Parties:

To

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	26.00
Total Recording:	26.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2015-2581688
Receipt Number: 1495830
Recorded Date/Time: January 28, 2015 10:45A

User / Station: M Cantu - Cash Station 03

Record and Return To:
LEFEVRE ENGINEERING AND MANAGEMENT
RETURN TO CUSTOMER(ERIC CANTU)
TX

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Wesley Richard LeFevre, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____ President

Subscribed and sworn to before me this January day of 29, 2015

Notary Public _____

My commission expires: August 5th, 2015.

ERIC CANTU
MY COMMISSION EXPIRES
August 5, 2015

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 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: LeFevre Engineering Telephone No. (956) 687-5362

dba Name: LeFevre Engineering & Management Consulting, LLC

Legal Name:

Mailing Address: 612 Nolana, Suite 520 Fax No. (956) 687-5363

Physical Address: 612 Nolana, Suite 520

City, State, Zip McAllen, Texas, 78504 Tax I.D. No. 20-8133671

Remit to Address : City, State, Zip

E-Mail Address: richard@lefevregroup.net

Representative(s) Name(s) & Title(s) Wesley Richard LeFevre, President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ 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. 20-8133671

State of Incorporation: Texas Date: January 2013 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor __X__ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Wesley Richard LeFevre, President

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): 1208133671600 or are Certificate(s) attached?: ☒ Yes ☐ No

What type of product(s) is/are solicited by your company?: Construction Management Services

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

LEFEVRE ENGINEERING AND MANAGEMENT CONSULTING, LLC. (VN 25675)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

December 19, 2014
Date issued

Ron Wilson, Director
Office of Civil Rights

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 Texas Comptroller of Public Accounts

Indicate Certification No(s).: 1208133671600 or Are Certificate(s) Attached?: ☒Yes ☐No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1208133671600
File/Vendor Number:	460174
Approval Date:	08-NOV-2013
Scheduled Expiration Date:	08-NOV-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEFEVRE ENGINEERING & MANAGEMENT

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-NOV-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

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)
Wesley Richard LeFevre

Business name/disregarded entity name, if different from above
LeFevre Engineering & Management Consulting, LLC

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
612 Nolana, Ste. 520

Requester's name and address (optional)

City, state, and ZIP code
McAllen ,Texas 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

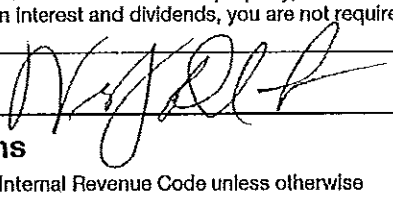
Employer identification number
2	0	–	8	1	3	3	6	7	1

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 ▶ February 4, 2015

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 Ineligibility

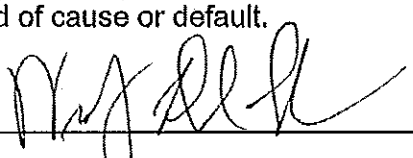
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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: Wesley Richard LeFevre

Title: President

Telephone Number: 956-687-5362

Date: February 4, 2015

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

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-02-04-MSS

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

✓ 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, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

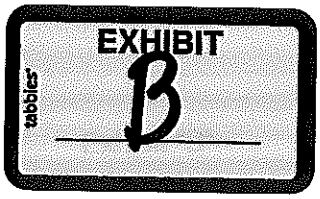
Signature

2/4/15
Date



THE COUNTY OF HIDALGO
TEXAS

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC



SCOPE OF SERVICES

Construction Manager shall provide the services detailed herein below. These services will be subject at all times to the County's ultimate and final direction and control. Specifically, the Construction Manager will:

Observation, Management, & Coordination of County Forces for Construction of the Delta Area Connector/East Lateral

1. Prepare and conduct a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved in the project.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer and Owner to determine project specifications by reviewing project design, customer requirements, and performance standards.
5. Determine project schedule by studying project plan and specifications; calculating time requirements in coordination with project engineer and HDDNo.1 personnel.
6. Maintains project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.
7. Control project plan by reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.
11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, engineer, and contractors with respect to all aspects of the project.
13. Implement such procedures; maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Oversight of County forces and personnel performing construction activities for the aforementioned project.
15. Provide construction staking to establish lines, slopes, grades, and centerlines.
16. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
17. Implement labor policy in conformance with the requirements of the public owner and other State and Federal requirements for project.

18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Provide periodic status reports to owner, or project engineer
22. Establish and maintain a cost control system and conducting meetings to review costs.
23. Submission of Certified Payroll on a weekly basis to the Owner.
24. Submit Urban County Monthly Employment Utilization Reports to Owner.
25. Submit Section 3 Monthly Reports.
26. Submit Payroll Deductions for Employees (if any)
27. Submit photos with status reports.
28. Maintain As-Builts through the Project.
29. Conduct weekly meetings with all stakeholders to discuss progress via conference call.
30. Conduct a monthly meeting with all stakeholders in person to discuss project progress.
31. Coordination of Material Testing for the proposed project.
32. Stormwater Pollution Control Plan and management.
33. Traffic Control monitoring.
34. Dewater and Bypass plan management.

General Oversight of General Contractor & Coordination with Project Engineer on Public Bid Portion of the Delta Area Connector/East Lateral.

1. Prepare and assist in conducting a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer, Owner and Contractor(s) to determine project specifications by studying project design, customer requirements, and performance standards.
5. Assist Project Engineer with project schedule by studying project plan and specifications; calculating time requirements.
6. Assist Project Engineer with project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.
7. Control project plan by assisting County with reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer.
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.

11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, project engineer, and contractors with respect to all aspects of the project.
13. Implement such procedures; assisting Contractor with maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
15. Implement labor policy for Contractor in conformance with the requirements of the public owner and other State and Federal requirements for project.
16. Review the safety and equal opportunity programs of each Contractor for conformance with the public owner's policy and making recommendations.
17. Review and process all applications for payment by involved contractors and material suppliers in accordance with the terms of the contract.
18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Coordinate and expedite the work of all contractors.
22. Provide periodic status reports to owner, or project engineer
23. Establish and maintain a cost control system and conducting meetings to review costs.
24. Submission of Certified Payroll on a weekly basis to the Owner.
25. Submit Urban County Monthly Employment Utilization Reports to Owner.
26. Submit Section 3 Monthly Reports.
27. Submit Payroll Deductions for Employees (if any)
28. Submit photos with status reports.
29. Review and assist Project Engineer with preparation of As-Builts.
30. Conduct weekly meetings with all stakeholders to discuss progress (via teleconference call)
31. Conduct monthly meetings with all stakeholders in person to discuss project progress, monthly invoicing, etc.
32. Coordination of material testing for proposed project.

EXHIBIT
B-1
tabbies

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING LLC
Texas Registered Engineering Firm F-11222

Professional Engineering Cost Breakdown
Urban County Water Delta Area Connector/East Lateral
P188

Contract Length 43 Weeks 215 Working Days

LEMC Professional Engineering Services:

Hourly Rates:		
Principal Engineer	200.00	$/Hr
Engineer	175.00	$/Hr
Project Manager	130.00	$/Hr
CADD Technician	85.00	$/Hr
Inspector	75.00	$/Hr
Administration	65.00	$/Hr

Task 1	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Admin
Preconstruction Meeting w/ stakeholders	2	8	4		0
Develop project objectives with stakeholders	2	8	4		0
Determine project responsibilities and identify phases of project	2	8	4		0
Work with Project Engineer and Owner to determine project specifications by reviewing project design, owner requirements, and performance standards	2	8	4		0
Preliminary and Final Project Schedule	4	80	16		80
Daily Onsite Visitation, Coordination with County Forces for personnel, equipment, etc. Daily Site Visits	4	30	16		0
Control project plan by reviewing design and specifications: assist with project schedule changes, and resolutions to changes in project progress	4	80	16		8
Preparation of Daily Reports, Photos, and project status reporting.	2	30	8		38
Reviewing and ensuring compliance with County, State, and Federal Requirements. Section 3	0	38	2		8
Maintain jobsite records, SWPPP, bypass pumping (if needed)	8	60	24	100	16
Construction Staking oversight and coordination with Surveyor	4	45	20		32
Assist County and Engineer with Pay Application, Change Orders, Pay applications	8	40	10		0
Pre-Bid Meeting, Bid Opening, and Preconstruction Meeting with Contractor, Project Engineer, and Owner Representatives.	8	50	20		62
Monthly Status Reports	1	30	20		0
Cost control system and meetings to review costs	0	60	2		70
Review and Submission of Certified Payroll to Owner	0	60	2		80
Urban County Monthly Employment Utilization Reports	0	30	0		38
Section 3 monthly reports	1	8	8		
Traffic Control Monitoring	2	40	16	120	60
Record Drawings and Asbuilts					
TOTAL FOR TASK 1	90	1108	326	336	690
	$ 18,000.00	$ 144,040.00	$ 57,050.00	$ 28,560.00	$ 44,850.00

Task 2 - Construction Management of Publicly Bid Project	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
Preconstruction Meeting w/ stakeholders	1	4	4		
Develop project objectives with stakeholders	1	4	4		
Determine project responsibilities and identify phases of project	1	4	4		
Work with Project Engineer and Owner to determine project specifications by reviewing project design, owner requirements, and performance standards	1	4	4		
Preliminary and Final Project Schedule	1	6	8		
Daily Onsite Visitation, Coordination with County Forces for personnel, equipment, etc. Daily Site Visits	1	40	10		40
Control project plan by reviewing design and specifications: assist with project schedule changes, and resolutions to changes in project progress	1	30	8		
Preparation of Daily Reports, Photos, and project status reporting.	1	40	8		50
Reviewing and ensuring compliance with County, State, and Federal Requirements. Section 3 by Contractor	2	30	8		30
Aisst with maintainging jobsite records, SWPPP, bypass pumping (if needed)by Contractor.	2	40	8		20
Assist County and Engineer with Pay Application, Change Orders, Pay applications	1	20	8		20
Assist County with with Pre-Bid Meeting, Bid Opening, and Preconstruction Meeting with Contractor, Project Engineer, and Owner Representatives.	4	20	15		8
Monthly Status Reports	10	50	20		20
Cost control system and meetings to review costs with Owner and Project Engineer	2	20	10		
Assist with Review and Submission of Certified Payroll to Owner	2	40	8		20
Insure compliance with Contractor for submitting Urban County Monthly Employment Utilization Reports	2	40	8		
Insure compliance with Contractor for submitting Section 3 monthly reports	2	40	8		
Weekly and monthly status meeting and agendas.	8	40	20		30
Assist owner with compliance by contractor for submittals of Record Drawings and Asbuilts	8	50	30		
TOTAL FOR TASK 2	51	522	193	0	238
	$ 10,200.00	$ 67,860.00	$ 33,775.00	$ -	$ 15,665.00

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
TOTAL	$ 28,200.00	$ 211,900.00	$ 90,825.00	$ 28,560.00	$ 60,515.00

CONTRACT AMOUNT $ 420,000.00



	HOURLY FEES
PRINICIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHINICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

AI-49201 **Urban County** **16. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting authority to issue purchase order to JM Accessibility for ADA Plan review for the Brewster Park Improvements project in the amount of $1,175.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds– (Brewster Park Project).

BACKGROUND

Hidalgo County Precinct No. 4 obtained three written quotes of which JM Accessibility was the lowest quote received. (See attached quotes.)

Vendor: JM Accessibility
Purchase Amount: $ 1,175.00
Funds Available: $163,303.00 FY 26 (2013) Parks, Recreational Facility Improvements (Brewster Park)

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:37 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/07/2015 10:25 AM

Final Approval Date: 04/10/2015

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1
Name: JM Accessibility Person Contacted: Juan Martinez RAS 1398 Phone: 784-0268

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,175.00

VENDOR #2
Name: Milnet Architectural Services PLLC Person Contacted: Rodolfo Molina Phone: 688-5656

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,275.00

VENDOR #3
Name: Accessibility Checks & Controls Person Contacted: Anthony Covacevich Phone: 279-0910

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,475.00
		(as per letter/quote submitted)	

Recommendation: JM Accessibility - lowest bid

Requested by: Jesse Ozuna 3/27/15 **Approved by:** 3/27/15
Date Date

Form UCA -10-e

JM Accessibility

Juan Martinez RAS 1398

16121 Monte Rey Lane
Edinburg, TX 78541
956-784-0268
jmaccessibility@yahoo.com

Quotation

DATE March 24, 2015
Quotation # 15-01
Customer ID

Quotation valid until: April 3, 2015
Prepared by: JM

Customer:
Jesse Ozuna
Hidalgo County Pct. 4
1051 N. Doolittle Rd
Edinburg, TX 78539
956-383-3112

Description	AMOUNT
Brewster Park	$ -
TDLR Registration	175.00
Plan Review	450.00
Site Inspection	550.00
TOTAL	$ 1,175.00

If you have any questions concerning this quotation, contact Juan Martinez

THANK YOU FOR YOUR BUSINESS!

Milnet Architectural Services PLLC
608 S. 12th St.
McAllen, TX 78501
956-688-5656 fax 956-687-9219

PROPOSAL

Customer

Name	Hidalgo County Pct. 4			Date	3/24/2015
Address	1051 N. Doolittle Rd			Proj. No.	215007
City	Edinburg	State TX	ZIP 78539	Proj. Name:	
Phone	956-383-3112				

	Description	Amount	TOTAL
	Brewster Park		
1	TDLR Registration	$175.00	$175.00
1	Plan Review	$500.00	$500.00
1	Site Inspection	$600.00	$600.00
		SubTotal	$1,275.00
		Shipping & Handling	$0.00
		TOTAL	$1,275.00

APPROVAL: _____

DATE: _____

PLEASE SIGN AND RETURN APPROVED PROPOSAL. IF APPROVED PLEASE INCLUDE PROJECT NUMBER ON CHECK TO BE PROVIDED ALONG WITH REQUIRED FORMS

Thank You

ACC

Accessibility Checks and Controls

Registered Accessibility Specialist
#97

401 Southgate Circle
Weslaco, Texas 78596
Off: (956)968-3887
Cell: (956)279-0910

Member of Accessibility Professionals Association

e-mail:Covacevich@aol.com

Thank you for contacting ACC to meet your accessibility needs.
ACC will conduct a TDLR Texas Accessibility Standards (TAS 2012) plan review for a fee of $600. TDLR requires a $175 fee to register the project. Upon construction of the facility, ACC will provide a TAS inspection for a fee of $700 (Total fees: $1,475).
Upon receipt of the fees (purchase order will do until check is cut), registration form, and plans in pdf, ACC will register the project, pay the registration fee, review the plans, and submit the plan review report to the owner, and designer.
Upon receipt of a Request for Inspection form from the owner, ACC will inspect the facility and provide an inspection report to the owner.
As per TDLR requirements, all fees are pre-paid.
Attached please find the registration form for your use. Please fill out all the blanks. If you have a question, please call or email me.

Anthony Covacevich, A.P.A.
R.A.S. 00000097
Accessibility Checks and Controls
401 Southgate Circle
Weslaco, Tx. 78596
Cell 956-279-0910

Fiscal year thru period ending 03/31/2015

94

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5013 94 0306 5000 9400						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	163,303.00	163,303.00	.0%
5013 94 0306 5200 9411						
CAS COMPANIES LP	.00	.00	130,575.00	130,575.00	.00	100.0%
5013 94 0306 5275 9401						
ROYS HAULING SRV-BEWSTER PK	.00	.00	7,515.00	7,515.00	.00	100.0%
5013 94 0306 5300 9402						
FRONTERA MAT-BREWSTER PK	.00	.00	26,389.00	26,389.00	.00	100.0%
5013 94 0306 5300 9403						
MARTIN MARIETTA-BREWSTER PK	.00	.00	2,964.10	2,964.10	.00	100.0%
5013 94 0306 5300 9404						
CEMEX, INC	.00	.00	1,840.00	1,840.00	.00	100.0%
5013 94 0306 5300 9405						
MCCOYS BUILDING SUPPLY	.00	.00	1,259.91	1,259.91	.00	100.0%
Total Expenditure	.00	.00	170,543.01	333,846.01	163,303.00	51.1%

AI-49208 **Urban County** **16. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of City of La Joya is requesting authority to purchase minor equipment and supplies through Hidalgo County's membership and participation with BUYBOARD approved vendor BSN Sports, Inc., (contract # 413-12) in the amount of $7,659.45 (quote attached hereto) to include shipping fees. City of La Joya UCP Year 27 (2014) Public Service (General) funds will be utilized.

BACKGROUND

The minor equipment and supplies will include general items to be used by the La Joya Youth Center to conduct all program activities including but not limited to arts & crafts, recreational sports and educational programs. Payment in the amount of $7,659.45 will include shipping and handling. Delivery is expected within 30 days of received purchase order.

Vendor: BSN SPORTS, Inc.

Purchase Amount: $7,659.45

Funds Available: $10,000.00 Year 27 (2014) Public Service General (Equipment & Supplies)

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	04/08/2015 04:37 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/07/2015 01:10 PM

Final Approval Date: 04/10/2015

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: Buy Board Person Contacted: Lee Shaw

VENDOR #1 Name: BSN sports Contract No.: 413-12 Phone: 1-800-527-7510 ext.

Quantity	Description of Items	Price per Unit	Total Amount
1	mac 87 official league split leather BB	27.05	27.05
2	Regulation Acrylic Backboard	919.99	1,839.98
1	Wii fit plus sport active pack for 1D	1,609.99	1,609.99
2	Connect four	22.13	44.26
2	Candyland	14.75	29.50
2	Double six black dominoes	5.24	10.48
2	UNO card game	9.01	18.02
1	Poker playing cards	22.95	22.95
2	Checkers set	5.73	11.46
1	Chutes and ladders	13.11	13.11
1	Jenga	19.67	19.67
1	Economy Chess set	7.37	7.37
1	Instant kold pack 4x6 16pack	16.99	16.99
1	Instant kold pack 6x9 16pack	23.79	23.79
10	Heavy duty Arm-whip net	4.91	49.10
10	Steel chain basketball net	20.49	204.90
2	Break away goal-Collegiate 2000	239.19	478.38
4	Bolt on backboard safety padding-Red	147.59	590.36
		TOTAL:	$ 5,017.36

Recommendation: To purchase all items from buy board total $7,659.45

Requested by: Melee Villa Date 3-23-15 UCP Approval: Date 3/27/15

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: Buy Board Person Contacted: Lee Shaw

VENDOR #1 Name: BSN Sports Contract No.: 413-12 Phone: 1-800-527-9610

Quantity	Description of Items	Price per Unit	Total Amount
1	Double-steel wide ball cart	147.59	147.59
2	2" universal kickoff tee	3.52	7.04
1	1gl.qp 5 gallon yellow cooler	53.29	53.29
1	Sta-tite Clamp and net set	31.15	31.15
1	Tournament table tennis balls	60.71	60.71
1	Economy portable tennis system	631.39	631.39
2	Rpl net for port tennis system	86.09	172.18
1	delux. field-pack	319.79	319.79
1	BSN bucket w/ 3 dz 79p baseballs	92.65	92.65
1	BSN bucket w/ 2dz 11" softballs	73.79	73.79
2	6 pack of frisballs	9.19	18.38
5	Reaction ball	9.35	46.75
50	Adult mouth guard w/ strap - Clear	1.71	85.50
10	Rubber Hex dumbbell 5lb	13.59	135.90
6	Rubber Hex dumbbell 10 lb	21.24	127.44
4	Rubber Hex dumbbell 15 lb	28.04	112.16
2	Rubber Hex dumbbell 20 lb	33.99	67.98
40	Wrinkle free silicone cap black	8.19	327.60
		TOTAL:	$ 2,511.29

Recommendation: To purchase all items from buy board total $ 7,659.45

Requested by: M-Lee Lilla Date 3-23-15 UCP Approval: Pang | approved Date

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: Buy Board Person Contacted: Lee Shaw

VENDOR #1 Name: BSN sports Contract No.: 413-12 Phone: 1-800-527-7510

Quantity	Description of Items	Price per Unit	Total Amount
40	Classic swim goggle-smoke	3.27	130.80
		Page 1	5,017.36
		Page 2	2,511.29
		Page 3	130.80
		TOTAL:	$ 7,659.45

Recommendation: To purchase all items from buy board total $7,659.45

Requested by: [signature] Date 3-23-15 UCP Approval: Page One Approval Date

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149

Quote

Purchase Order #	Quote Date	Order #	Quote Valid-to	Payment Terms	Ship Via
Quote Priscilla Garcia Supplies	03/18/2015	20698481	04/27/2015	NT00	

Contact Your Rep
Lee Shaw Email:lshaw@bsnsports.com | Phone:

Sold to
1680437
CITY OF LA JOYA
CITY OF LA JOYA
101 N LEO AVE
LA JOYA TX 78560-4194

Ship To
1680437
CITY OF LA JOYA
YOUTH SERVICES
101 N LEO AVE
LA JOYA TX 78560-4194

Payer
1680437
CITY OF LA JOYA

Item Description	Catalog price	Qty	BuyBoard Price	Total
MAC 87 OFFICIAL LEAGUE SPLT LEATHER BB Item # - MCB87SPX	$ 32.99	1	$ 27.05	$ 27.05
Regulation Acrylic Backboard Item # - 1245943	$ 999.99	2	$ 919.99	$ 1,839.98
WII FIT PLUS SPORT ACTIVE PACK FOR 10 Item # - 1285611	$ 1,749.99	1	$ 1,609.99	$ 1,609.99
CONNECT FOUR Item # - 4071XXXX	$ 26.99	2	$ 22.13	$ 44.26
CANDYLAND Item # - 4019XXXX	$ 17.99	2	$ 14.75	$ 29.50
DOUBLE SIX BLACK DOMINOES Item # - 2240XXXX	$ 6.39	2	$ 5.24	$ 10.48
UNO CARD GAME Item # - 4036XXXX	$ 10.99	2	$ 9.01	$ 18.02
POKER PLAYING CARDS Item # - NAPC-1XX	$ 27.99	1	$ 22.95	$ 22.95
CHECKER SET Item # - NA637XXX	$ 6.99	2	$ 5.73	$ 11.46

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149

Quote

Purchase Order #	Quote Date	Order #	Quote Valid-to	Payment Terms	Ship Via
Quote Priscilla Garcia Supplies	03/18/2015	20698481	04/27/2015	NT00	

Item Description	Catalog price	Qty	BuyBoard Price	Total
CHUTES AND LADDERS Item # - 4018XXXX	$ 15.99	1	$ 13.11	$ 13.11
JENGA Item # - 4793XXXX	$ 23.99	1	$ 19.67	$ 19.67
ECONOMY CHESS SET Item # - 2261XXXX	$ 8.99	1	$ 7.37	$ 7.37
INSTANT KOLD PAK 4"X6" 16 PACK Item # - 2215XXXX	$ 19.99	1	$ 16.99	$ 16.99
Instant Kold Pak 6" X 9" 16 pack Item # - 1125917	$ 27.99	1	$ 23.79	$ 23.79
HEAVY DUTY ANTI-WHIP NET Item # - SNBBNWIPY	$ 5.99	10	$ 4.91	$ 49.10
STEEL CHAIN BASKETBALL NET Item # - SNBBSTLN	$ 24.99	10	$ 20.49	$ 204.90
BREAKAWAY GOAL-COLLEGIATE 2000 Item # - 5038XXXX	$ 259.99	2	$ 239.19	$ 478.38
BOLT-ON BACKBOARD SAFETY PADDING-RED Item # - BB72SC	$ 179.99	4	$ 147.59	$ 590.36
DOUBLE-WIDE STEEL BALL CART Item # - 1237634	$ 179.99	1	$ 147.59	$ 147.59
2 " UNIVERSAL KICKOFF TEE Item # - MSKICKOF	$ 4.29	2	$ 3.52	$ 7.04
IGLOO 5 GALLON YELLOW COOLER Item # - MSIGLO5X	$ 64.99	1	$ 53.29	$ 53.29

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149

Quote

Purchase Order #	Quote Date	Order #	Quote Valid-to	Payment Terms	Ship Via
Quote Priscilla Garcia Supplies	03/18/2015	20698481	04/27/2015	NT00	

Item Description	Catalog Price	Qty	BuyBoardPrice	Total
STA-TITE CLAMP & NET SET Item # - 932XXXXX	$ 37.99	1	$ 31.15	$ 31.15
TOURNAMENT TABLE TENNIS BALLS Item # - 918XXXXX	$ 65.99	1	$ 60.71	$ 60.71
Economy Portable Tennis System Item # - TNPORTXX	$ 769.99	1	$ 631.39	$ 631.39
PORTABLE TENNIS UPRIGHT Item # - ZTNPORTUPS		1	$ 0.00	$ 0.00
ST240 S/P BASE Item # - VBBASEXX		2	$ 0.00	$ 0.00
REPL NET FOR PORT TENNIS SYSTEM Item # - 1172492	$ 104.99	2	$ 86.09	$ 172.18
DELUXE FIELD DAY PACK Item # - 1251562	$ 409.99	1	$ 319.79	$ 319.79
BSN Bucket w/3 dz 79P Baseballs Item # - 1378434	$ 112.99	1	$ 92.65	$ 92.65
BSN Bucket w/2 dz 11" Softballs Item # - 1378432	$ 89.99	1	$ 73.79	$ 73.79
6 Pack of Foosballs Item # - 1378324	$ 9.99	2	$ 9.19	$ 18.38
REACTION BALL 60500 Item # - 60500XXX	$ 11.99	5	$ 9.35	$ 46.75
ADULT MOUTHGUARD W/STRAP-CLEAR 1298741 Item # - 1298765	$ 2.09	50	$ 1.71	$ 85.50

BSN SPORTS

DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149

Quote

Purchase Order #	Quote Date	Order #	Quote Valid-to	Payment Terms	Ship Via
Quote Priscilla Garcia Supplies	03/18/2015	20698481	04/27/2015	NT00	

Item Description	Catalog Price	Qty	BuyBoard Price	Total
RUBBER HEX DUMBBELL 5LB 1347760 Item # - 20028375EA	$ 15.99	10	$ 13.59	$ 135.90
RUBBER HEX DUMBBELL 10LB 1347777 Item # - 20028376EA	$ 24.99	6	$ 21.24	$ 127.44
RUBBER HEX DUMBBELL 15LB 1347784 Item # - 20028377EA	$ 32.99	4	$ 28.04	$ 112.16
RUBBER HEX DUMBBELL 20LB 1347791 Item # - 20028378EA	$ 39.99	2	$ 33.99	$ 67.98
Wrinkle Free Silicone Cap - Black Item # - 1371323	$ 9.99	40	$ 8.19	$ 327.60
CLASSIC SWIM GOGGLE - SMOKE 1307320 Item # - 1307375	$ 3.99	40	$ 3.27	$ 130.80

Subtotal:	$7,659.45
Other:	$0.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$7,659.45
Payment/Credit Applied:	$0.00
Order Total:	**$7,659.45**

TEXAS BUY BOARD PRICING

44012 (413-12)

DISCOUNT PLUS FREE SHIPPING

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
BSN Sports[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:	BSN Sports
Address:	P.O. Box 7726
	Dallas, TX 75209
Phone Number:	(800) 527-7510
Email:	bsnbid@bsnsports.com
Website:	http://www.bsnsports.com
Federal ID:	22-2795073
Contact:	Chris Bloomfield
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Athletic,PE,Gym Supplies,Equip., Heavy Duty Exercise Equip. & Acc.
Contract#:	413-12
Effective Date:	04/01/2013
Expiration Date:	03/31/2016
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	see exceptions list
Quote Reference Number:	12-44012
Return Policy:	Call 800-527-7510 for RA number

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

AI-49209 **Urban County** **16. G.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of City of La Joya is requesting authority to purchase minor equipment and supplies through Hidalgo County's membership and participation with BUYBOARD approved vendor Audio Visual Aids, (contract # 394-12) in the amount of $1,936.00 (quote attached hereto) to include shipping fees. City of La Joya UCP Year 27 (2014) Public Service (General) funds will be utilized.

BACKGROUND

The minor equipment and supplies will include the purchase of two televisions and mounting devises for the two recreation areas at the La Joya Youth Center. Payment in the amount of $1,936.00 will include shipping and handling. Delivery is expected within 30 days of received purchase order.

Vendor: AUDIO VISUAL AIDS

Purchase Amount: $1,936.00

Funds Available: $10,000.00 Year 27 (2014) Public Service General (Equipment & Supplies)

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:37 PM

Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/07/2015 01:13 PM

Final Approval Date: 04/10/2015

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. MAR 23 2015

Name of Cooperative: Buy Board Person Contacted: Diane

VENDOR #1 Name: Audio Visual Arts Corp Contract No.: 394-12 Phone: 1-800-422-1282

Quantity	Description of Items	Price per Unit	Total Amount
1	LG 55" Commercial LED HDTV 1080 (2 yr warranty)	999.00	999.00
1	LG 47" Commercial LED Ultra Slim HDTV 12 yr limited part 1 yr labor warranty	699.00	699.00
1	A-V mounts large fixed + tilt wall mount up to 500 x 600 mm	89.00	89.00
1	A-V mount med Articulating mount up to 400 x 400 mm	149.00	149.00
		TOTAL:	$ 1,936.00

Recommendation: Purchase items from buy board. Total $1,936.00

Requested by: M Lee Ortiz Date 3-23-15 UCP Approval: [signature] Date 3/27/15

UCA-5

REVSED JUNE 2009

AUDIOVISUALAIDS
san antonio, tx

2903 N Flores St. San Antonio, TX 78212
Metro (210) 732-1234 Metro Fax: (210) 734-3388
Toll Free: 800-422-1282 Toll Free Fax: 800-854-8140
avacorp@audiovisualaids.com
www.audiovisualaids.com

QUOTE

Quote Number	Date
AVAQ12863	02-27-2015

Sold To

City of La Joya
Priscilla Garcia
Youth Supv
101 N Leo Ave
La Joya, TX 78560

Phone 956-600-7676
Fax

Ship To

Phone
Fax

Sales Type	Quoted By	TFB
	DIANE	

Qty	Item Number	Description	List Price	Discount %	Unit Price	Ext Price
1	LG-55LY340C	LG 55" COMMERCIAL LED HDTV 1080P (2-YR WARRANTY)	$1,389.00	28.08	$999.00	$999.00
1	LG-47LY340C	LG 47" COMMERCIAL ULTRA SLIM LED HDTV ,1080P, (2 YEAR LIMTED PARTS/LABOR WARRANTY)	$899.00	22.25	$699.00	$699.00
1	AVMPSP20	A-V MOUNTS MED ARTICULATING WALL MOUNT UP TO 400 X 400MM	$179.00	16.76	$149.00	$149.00
1	AVMPSP05	A-V MOUNTS LARGE FIXED & TILT WALL MOUNT UP TO 500 X 800MM	$149.00	40.27	$89.00	$89.00
		NOTE: BUYBOARD 394-12 VALID TILL APRIL 2015		0.00		

The above quote number must be referenced in order to receive the special pricing for the products and quantities listed. If any quantities are changed, prices will be subject to renegotiation. Prices proposed are valid for 60 days from the date of the quote.

Thank you for the opportunity to bid on your educational needs.
Have a great day!

SubTotal	$1,936.00
Shipping	$0.00
Tax	$0.00
Total	$1,936.00

Approved Vendor

BuyBoard Cooperative Purchasing
Contract # 394-12

CMBL

HUB Statewide Historically Underutilized Business Program

TCPN® The Cooperative Purchasing Network

COOPERATIVE TIPS/TAPS PURCHASING SYSTEMS

MRPC MULTI REGIONAL PURCHASING COOPERATIVE

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
Audio Visual Aids Corp[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:	Audio Visual Aids Corp
Address:	2903 N. Flores St
	San Antonio, TX 78212
Phone Number:	(800) 422-1282
Email:	avacorp@audiovisualaids.com
Website:	http://www.audiovisualaids.com/audiovisual/welcome_buy_board_members.html
Federal ID:	74-1259901
Contact:	Ron George
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	Yes
Contract Name:	Audio Visual Equipment & Supplies
Contract#:	394-12
Effective Date:	05/01/2012
Expiration Date:	04/30/2015
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and Added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	394-12
Return Policy:	Within 30 days from receipt of product w/ original packaging for full credit/exchange, after 30 days returns are subject to a restocking fee.

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

AI-49245 **Urban County** **16. H.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of Palmview. The proposed amendment to the Fiscal Year 27 (2014) work plan will DELETE the Fire Station Equipment project due to ineligibility of area wide benefit. The Parks project will DELETE the current location listed as Palmview City Park located at 613 North Palmview Commercial Drive and INCLUDES complete development of a new park to be located at 215 Showers Road.

BACKGROUND

A Public Hearing was held on March 19, 2015 at 6:30 P.M. at the Palmview City Hall and citizen participation requirements have been met. The amendment will DELETE the Fire Station Equipment project and the Parks project due to area wide ineligibility in accordance with new census data. The Parks, Recreational Facility Improvements will DELETE the current location listed as Palmview City Park located at 613 North Palmview Commercial Drive and INCLUDE the complete development of a new park to be located at 215 Showers Road. The neighborhood park, will include a recreational area for kids , purchase and installation of recreational equipment, a walking trail/running track, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered tables, benches, bleachers, parking lot, lighting, irrigation system, landscaping and all other related appurtenances as they pertain to the complete development of the neighborhood park. (See attached copy of Public Hearing Notice and city excerpt of minutes).

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 09:51 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/08/2015 03:08 PM

Final Approval Date: 04/10/2015

PUBLIC HEARING NOTICE
City of Palmview

Published On: February 16,2015

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Palmview** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget & program amendment to its Urban County Program, **Year 27 (2014).**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), La ciudad de Palmview llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en la cuidad y la modificación del Programa Urbano del Condado Hidalgo, para los año fiscal 27 (2014) de fondos.

The Public Hearing will be held on, **Thursday, March 19, 2015 at 6:30 P.M. at the Palmview City Hall located at 400 W. Veteran's Blvd., Palmview Texas 78572.**

La Audiencia Pública se llevará a cabo en, ***Jueves, 19 de marzo año 2015 a las 6:30 P.M. en la en la corte de commisisonados de la cuidad de Palmview ubicada en 400 West Veteran's Blvd., Palmview, Texas 78572.***

Current Budget	**Year / Activities**	**New Budget**
Porsupuesto Disponible	***Año y Actividad***	***Porsupesto Nuevo***
$149,422.00	2014 Parks, Recreational Facility Imp. (*Mejoras de Parques*) +120,000.00	$ 269,422.00
$120,000.00	2014 Fire Station/Equipment (*Mejoras de estacion de Bomberos*) (-120,000.00)	$ 0.00
$269,422.00		**$269,422.00**

The proposed amendment will DELETE the Fire Station Equipment line item due to ineligibility. The Parks project will delete the current location listed as Palmview City Park located at 613 North Palmview Commercial Drive and INCLUDE a new Park Project for the complete development of a new park to be located at: 215 Showers Road. This project would include but not limited to the complete development of a neighborhood park, including a recreational area for kids , purchase and installation of slides, swings, jungle gym set and related recreational equipment. It will also include a walking trail/running track, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered tables, benches, bleachers, parking lot, lighting, irrigation system, landscaping and all other related appurtenances as they pertain to the complete development of the neighborhood park.

La modificación propuesta ELIMINARA el alrticulo de compra de equipo para bomber/lumbres debido a inelegibilidad. El proyecto de Parques eliminará la ubicación actual que aparece como Palmview City Park ubicado en 613 Norte Palmview Commercial Drive e INCLUIA un nuevo proyecto para el desarrollo completo de un nuevo parque que se encuentra en: 215 Showers Road. Este proyecto incluiría , pero no limitado a, el desarrollo completo de un parque del barrio , incluyendo una zona de recreo para los niños , la compra e instalación de toboganes, resbaladeras , juego de columpios y equipos recreativos relacionada. También incluirá una pista / pista de caminar correr, pequeño pabellón de baloncesto , instalaciones de baños , aceras , áreas pequeñas con mesas cubiertas y asaderos, bancas, gradas, estacionamiento , iluminación, sistema de riego , jardinería y todos los demás accesorios relacionados , ya que pertenecen a el desarrollo completo del parque del barrio .

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en espanol o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localicada:
400 West Veteran's Blvd., Palmview Texas 78572

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Gerardo Perez, Mayor / *Alcalde*
400 West Veteran's Blvd.
Palmview, Texas 78572
(956) 581-7411

CITY OF PALMVIEW
TEXAS

MAYOR
Gerardo Pérez

MAYOR PRO-TEM
Ricardo Villarreal

COUNCILMEN
Joselito Hernandez
Arlando Nacianceno
Joel Garcia Jr.

COUNCILWOMAN
Graciela S. Flores

CITY MANAGER
Ramón Segovia

DIR. OF CITY SERVICES
David Nacianceno

March 27, 2015

Lupita Garcia
Program Coordinator II
Hidalgo County Urban County Program
427 Duranta Ave. Suite 107
Alamo, Texas 78516

Re: CDBG Budget and Program Amendment
Year 27 (2014) Parks, Recreational Facility Improvement

Mrs. Garcia

The Purpose of this letter is to formally request that the above referenced project be placed on the next scheduled Commissioners Court Meeting for approval. A Public Hearing was held at our office 3-19-2015 and the item was also approved by our City Council at a special meeting held on 3-19-2015.

Thank you in advance and should you have any question please feel free to contact me at your earliest convenience.

Respectfully

Ramon Segovia
City Manager

NOTICE OF A PUBLIC HEARING
MARCH 19, 2015

MEMBERS PRESENT

Jerry Perez	Mayor
Gracie S. Flores	Councilwoman
Joselito Hernandez	Councilman
Arlando Nacianceno	Councilman
Joel Garcia Jr.	Councilman

STAFF

Ramon Segovia	City Manager
David Nacianceno	City Services Supervisor
Bertha Garza	Interim City Secretary
Robert Barrera	Police Chief
Frank Rodriguez	Finance Director
Jerry Munoz	City Attorney

OTHERS

Barbara Frantz

I. Call to Order

Being a quorum present Mayor Perez called the opening of the public hearing at 06:35 p.m.

II. Discussion & Possible Action Items

1.) Proposed Budget & Program Amendments to Urban County Program Year 27(2014)

Public Comments

Ms. Barbara Frantz addressed the board about the proposed park project to be funded by the Urban County program year 27(2014). Director of City Services David Nacianceno informed Ms. Frantz that the park would be located on Showers Road where the Palmview Sub- Station is located and the property had been donated to the City of Palmview by La Joya I.S.D. Mr. Nacianceno advised Ms. Frantz that once the money is released to the city the park is projected to be completed by 2016.

X. Adjournment

Being no further business to discuss Councilman A. Nacianceno made the motion to close the public hearing at 06:51 p.m. and Councilwoman G. Flores seconded the motion. Motion carried.

Mayor Jerry Perez

ATTEST:

Interim City Secretary
City of Palmview, Texas

CITY OF PALMVIEW
Public Meeting
March 19, 2015
Sign In Sheet

PRESENT	Print Name
1.	
2.	
3.	BARBARA FRANTZ
4.	
5.	
6.	
7.	
8.	
9.	

SPEACIAL MEETING
MARCH 19, 2015

MEMBERS PRESENT

Jerry Perez	Mayor
Gracie S. Flores	Councilwoman
Joselito Hernandez	Councilman
Arlando Nacianceno	Councilman

MEMBERS ABSENT

Ricardo Villarreal	Mayor Pro-Temp

STAFF

David Nacianceno	City Services Supervisor
Bertha Garza	Interim City Secretary
Jerry Munoz	City Attorney
Jaime Sanchez	City Inspector
Roberto Barrera	Chief of Police
Joel Mendiola	Fire Fighter
Frank Rodriguez	Finance Director
Leonardo Sanchez	Police Commander
Saul Uvalle	Police Lieutenant
Severo Ochoa	Fire Marshal

OTHERS

Barbara Frantz

V. Discussion & Possible Action Items:

3.) Discussion & Possible Action to Approve Budget & Program Amendments to Urban County Program Year 27 (2014)

Director of City Services David Nacianceno informed the board that the purpose of the program amendments would be to allocate monies for the proposed park project presented in the public hearing. Councilwoman G. Flores made the motion to approve the budget and program amendments to the Urban County program year 27 and Councilman A. Nacianceno seconded the motion. Motion carried.

The complete minutes will be approved on the City's next regular city meeting and will be forwarded to your office.

ATTEST:

Interim City Secretary
City of Palmview, Texas

AI-49246 **Urban County** **16. I.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of Granjeno to Fiscal years 25 & 26 (2012 & 2013). The amendment will delete Rehab: Single Unit Activity from YR 25 and the Parks, Recreational Facility Improvements from YR 25 to loan the funds to Hidalgo County Precinct No. 1 for Street Improvement projects already environmentally cleared.

BACKGROUND

A Public Hearing was held on March 26, 2015 at 6:00 P.M. at the Granjeno City Hall and citizen participation requirements have been met. The amendment will loan a total of $500,000.00 from City of Granjeno to Precinct No. 1. Hidalgo County Precinct No 1 agrees to pay back the loan from its Hidalgo County Urban County Program funds from Fiscal Years 29 & 30 (2016 & 2017) in two installments of $250,000.00 from each year. An Interlocal Agreement between Hidalgo County Precinct No. 1 and the City of Granjeno was approved on February 17, 2015. (See attached copy of Public Hearing Notice, city excerpt of minutes, and copy of Interlocal Agreement approved agenda.).

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 08:52 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Sandra Regalado		Started On: 04/08/2015 03:10 PM

Final Approval Date: 04/10/2015

CITY OF GRANJENO

April 1, 2015

Diana R. Serna, UCP Director
427 E. Duranta Avenue
Alamo, Texas 78516

Mrs. Serna,

The Board of Commission of the City of Granjeno would like to request that all information be presented to the Commissioners Court for the budget amendment approval.

Thank you for your time in this matter. If you have any questions or need further information, please feel free to contact me at your earliest convenience to 956-519-0032.

Sincerely,

Erika De Rueda

Erika De Rueda
City Clerk

PUBLIC HEARING NOTICE
City of Granjeno

Published On: February 23, 2015

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Granjeno** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program, **Years 25 & 26 (2012 & 2013).**

En cumplimiento de los requisitos del Programa de Desarrollo Comunitario de Beca de Bloque (CDBG), La ciudad de Granjeno llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el presupuesto y modificación de los proyectos en la cuidad del Programa Urbano del Condado de Hidalgo para los años fiscales 25 y 26 (2012 & 2013) de fondos.

The Public Hearing will be held on, **Thursday, March 26, 2015 at 6:00 P.M. at the Granjeno City Hall located at 6603 South FM 494, Granjeno, Texas 78572.**

*La Audiencia Pública se llevará a cabo en, **Jueves, 26 de marzo año 2015** a las **6:00 P.M.** en la en **la corte de commisisonados de la cuidad de Granjeno ubicada en, 6603 Sur FM 494, Granjeno, Texas 78572.***

Current Budget *Porsupuesto Disponible*	**Year / Activities** *Año y Actividad*	**New Budget** *Porsupesto Nuevo*
$250,000.00	2012 Rehab-Single Unit (*Mejoras de Habitaciones Singulares*) -243,676.87.	$ 6,323.13
$275,900.00	2013 Parks, Recreational Fac. Imp. (*Mejoras de Parques*) (-256,323.13)	$ 19,576.87
$525,900.00		**$ 25,900.00**

The proposed amendment will DECREASE the Rehab Single Unit Residential and the Parks, Recreational Facility Improvements line items for the City of Granjeno. The amount of $500,000.00 will be loaned to Hidalgo County Precinct No. 1 through an Interlocal Agreement between the city of Granjeno and Precinct No. 1 for the completion of an already environmental cleared Street Improvements Project. Hidalgo County Precinct No. 1 will pay back the loaned amount of $500,000.00 in a period of two years ($250,000.00 each year) from it's Hidalgo County Urban County Program funds from Fiscal Years 29 & 30 (2016 & 2017).

La enmienda propuesta disminuirá la rehabilitación individual de unidades residencial y mejoras de parques para la Ciudad de Granjeno . La cantidad de $ 500,000.00 será prestado al Condado de Hidalgo del Precinto N ° 1 a través de un Acuerdo Interlocal entre la ciudad de Granjeno y Precinto No. 1 para la realización de un Proyecto de mejoras de calles ya medioambiental despejado. El Condado de Hidalgo del Precinto N ° 1 tendrá que reembolsar la cantidad prestada de $500,000.00 en un período de dos años ($250,000.00 cada año) de fondos del Condado de Hidalgo del Programa Condado Urbano de los años fiscales 29 y 30 (2016 y 2017).

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en espanol o ingles para aquellas personas que asi lo deseen en la audencia.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localicada:
6603 South FM 494, Granjeno, Texas 78572

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Yvette Cabrera, Mayor / *Alcalde*
6603 South FM 494
Granjeno, Texas 78572
(956) 519-0032

CITY OF GRANJENO

MINUTE EXCERPTS OF PUBLIC HEARING

April 1, 2015

Diana R. Serna, UCP Director
427 E. Duranta Avenue
Alamo, Texas 78516

Mrs. Serna,

The Board of Commission of the City of Granjeno convened for a Public Hearing for the budget and program amendment on Thursday, March 26, 2015 at 6:00 PM at the City Hall located at 6603 S FM 494, Granjeno, Texas. The item was presented and Mayor Yvette Cabrera asked for any comments from the public. A few residents inquired as to interlocal agreement we have in place with Precinct 1, in which Mayor Yvette Cabrera explained the situation as to why we went into agreement and that the monies will be given back within a two year period. Location of planned park was also discussed. After the public hearing was held, a regular meeting was held on Tuesday, March 31, 2015 to approve the amendment. The commission approved the budget amendment for urban county program fiscal year 2012 rehab single unit, and fiscal year 2013 parks recreational facility improvement.

I have attached the advertising notice of the public hearing and the sign-in sheet.

Sincerely,

Erika De Rueda
City Clerk

CITY OF GRANJENO

BOARD OF COMMISSIONERS
MEETING MINUTES
Tuesday, March 31, 2015
6:00pm

I. CALL MEETING TO ORDER/ ROLL CALL **Mayor Yvette Cabrera – PRESENT**
Mayor Pro-Tem Bianca De Rueda –PRESENT
Commissioner Mary Garza – PRESENT
Mayor Yvette Cabrera called meeting to order at 6:30 PM

II. INVOCATION
Given by Mayor Pro Tem Bianca De Rueda

III. PLEDGE OF ALLEGIANCE
Recited by all commission

IV. CERTIFICATION OF POSTING
City Clerk Erika De Rueda properly posted the meeting Friday, March 27, 2015 at 8:15 AM

V. APPROVAL OF MINUTES
March 13, 2015
Did not approve, will approve next meeting

VI. Public Comments
NONE

VII. STAFF & FINANCIAL REPORTS
NONE

VIII. EXECUTIVE SESSION-(The Board of Commissioners may enter into closed or Executive Session)

IX. RECONVENE INTO OPEN SESSION

X. ITEMS TO BE CONSIDERED
Discuss and possibly approve budget and program amendment for urban county program fiscal year 2012 rehab-single unit, and fiscal year 2013 parks, recreational facility improvement.

- City of Granjeno will loan out the amount of $500,000.00 to Hidalgo County Precinct 1 through an interlocal agreement for the completion of an already environmental street improvements project. Precinct 1 will pay back the loaned amount in a period of two years ($250,000.00 each year) from its Urban County program funds from fiscal years 29 and 30 (2016 and 2017

Mayor Pro Tem Bianca De Rueda motion to approve budget amendment for urban county program fiscal year 2012 rehab-single unit, and fiscal year 2013 parks, recreational facility improvement. Commissioner Mary Garza second the motion, motion carried.

XI. OTHER BUSINESS

Commissioner Mary Garza asked for update on the sign outside city hall that displays "City of Granjeno". Mayor Pro Tem Bianca De Rueda mentioned she will be speaking with Jessie de la Rosa in regards to setting up a sign that allows city to display all information like meetings or special events. Stated that maybe they can go out for bids to get the most efficient deal, Commissioner Mary Garza stated no bids are necessary since it will just take longer. Mayor Pro Tem mentioned that not necessarily bids, but maybe they might also know someone that will be able to do the same work for less amount that would be ideal. City clerk Erika De Rueda will be told to call and get different quotes.

Commissioner Mary Garza asked in regards to the allegedly check that was written by Ralph Garza. Mayor Pro Tem Bianca De Rueda stated she has not contacted the Texas Ranger back in regards to this matter, but will call and find out what is going on with the investigation. Did state the city has recovered the monies back. Both Mayor Yvette Cabrera and Mayor Pro Tem Bianca De Rueda stated the bank reimbursed the money back and that was the reason the city changed bank account information and there is paperwork to prove the change of account numbers.

Mention of paying Ignite was mentioned and was stated that an invoice will be needed for audit purposed and paperwork of a schedule of payments and something showing the balance and remaining balance after each payment made.

Commissioner Mary Garza also mentioned that resident Gloria mentioned the fumigation of mosquitoes and resident Mauricio Villegas stated that the grass needs to be cut since that is contributing to the mosquitoes. Mayor Yvette Cabrera stated she has called the prescient in regards to maintenance of the lawn but was not able to contact the person she usually speaks with. Stated number will be given to city clerk Erika De Rueda to call and ask for update information and see what is going to happen with the maintenance of lawns. Mayor Pro Tem Bianca De Rueda did agree that the upkeep needs to be done. Commissioner Mary Garza mentioned that Mauricio Villegas son is willing to upkeep the area, payment of $100.00 was stated that is the amount the city can afford to pay out but own tools need to be brought since the city does not have the necessary tools. Fumigation was said to be done soon and has to be done at night by one of the commissions. Mention of purchasing a shed was stated for proper storage of the fumigation machine, as well as purchase of tools for the city to have for necessary maintenance. Commissioner Mary Garza asked if people doing community hours can also help in this matter, Mayor Yvette Cabrera stated that they can, but can't reply soley on that since sometimes they do come and sometimes they don't.

Commissioner Mary Garza asked on the procedure for executive session. Mayor Yvette Cabrera said that she needs to request to be put into executive session and needs to put the reason why they are going into executive session. Commissioner Mary Garza stated she wants to go into executive session on the next city meeting in regards to alleged check that Ralph Garza made and if charges have to done, then they have to discuss that. She mentioned that she has new information that she wants to discuss with them in private and can't be done in public. Wanted to make clear that she in no way asked about the check, but that she had gone in to discuss other matters and they asked her about the check. Mayor Pro Tem Bianca De Rueda said that they need to call the guy doing the investigation and maybe they can have him come into the meeting as well so they can get an update on the matter.

XII. INFORMATION ITEMS

1. Audit Update

   Mayor Yvette Cabrera mentioned that she is in contact with the auditor and has been fixing some things for the taxes; charges from Hidalgo County that has been changing and were going over other methods in which to input the information on the computer. Still working on it and should be done next month and can start on 2014.

XIII. ADJOURNMENT

Mayor Pro Tem motion to adjourn meeting on Tuesday, March 31, 2015 at 6:45 PM, Commissioner Mary Garza second the motion, motion carried.

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 48509
Lupita V. Garcia

Date: February 12, 2015 Meeting Date Request: February 17, 2015

Deadline for Action: A.S.A.P Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, UCP Director: DRS

Caption:

Requesting approval of Urban County Program Interlocal Agreement between Hidalgo County Precinct No. 1 & City of Granjeno for the use of Urban County Program funds from Years 25 & 26 (2012 & 2013) and authorization for Hidalgo County Judge Ramon Garcia to sign agreement.

Background:

In order to ensure the proper expenditures of CDBG funds, as outlined in 24 CFR Part 570 and other related federal rules and regulations as they apply, an Interlocal Agreement must be formally executed by Hidalgo County Precinct No.1 and City of Granjeno. Hidalgo County Precinct No.1 will borrow a total of $500,000.00 from the City of Granjeno UCP funds from FY's 25 & 26 (2012 & 2013) and has agreed to repay in two installments of $250,000.00 each from it's future UCP funding from FY's 29 & 30 (2016 & 2017).

Funds Available:	$243,676.87	2012-Granjeno- Single Family Rehab.
	$256,323.13	2013-Granjeno- Parks, Recreational Facility Improvements
Total Amount Borrowed:	**$500,000.00**	

Deputy Director: _____
Finance: _____

Please initial for approval:

Legal Counsel		Budget		Human Resources					
Dept./Fund No.		Amt. Expended:		Funds/Staffing Budget:		Yes		No	
Account Code:		Impact on Future Budget:		Yes:	No:				

Comments: _____

APPROVED
County Commissioners' Court
DATE: 2-17-15 DRS

Action taken by Commissioner's Court:

Approved		Tabled		Denied		Motion Made by		Seconded		Vote	

AI-49247 **Urban County** **16. J.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with The 5125 Company in the amount of $152,432.00. UCP funds in Years 24 (2011) Street Improvements line item will be utilized.

BACKGROUND

The bid opening was held on March 18, 2015 and the lowest responsible bidder meeting all specifications and/or requirements was GNH Company LLC. However, the third lowest bidder, being the 5125 Company is a Section 3 Certified Contractor and has opted to match the lowest bid submitted by GNH Company. Therefore, as per Section 3 requirements, we are recommending that the 5125 company be awarded this contract. The project will provide flood drainage improvements to Ignite Street within the City of Peñitas. Please see attached letter of recommendation by the project engineer, Contractor acceptance letter and contractor's general liability insurance. Project engineer firm is Javier Hinojosa Engineering.

Contractor: The 5125 Company

Contract Amount: $152,432.00

Available Funds: $163,805.00 2011- Peñitas Flood Drainage Improvements

---

Fiscal Impact

Attachments

REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 09:51 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/08/2015 03:11 PM

Final Approval Date: 04/10/2015

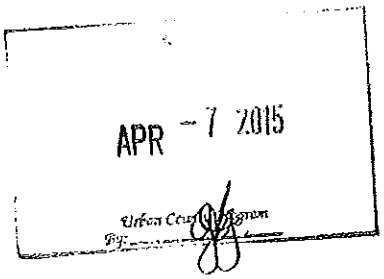
THE 5125 COMPANY

MBE WBE HUB CERTIFIED UTILITY CONTRACTOR
Fire Sprinkler - Underground Registration No. SCR-U-1948836

1008 Doherty
Mission, TX 78572

Office: (956) 583-5125
Fax: (956) 585-1633
E-mail: pe5125@aol.com

April 7, 2015



Mrs. Lupita Garcia
UCP Program Coordinator II
Hidalgo County Urban County Program
427 East Duranta, Suite 107
Alamo, Texas 78516

Re: Section 3 Certified Preference
Hidalgo County Urban County Program - City of Penitas Drainage Improvements - Ignite St.
Bid No. 5011-60-0309-5000-6000-UCP-GVG

Dear Ms. Lupita Garcia,

Please consider this formal notice that The 5125 Company agrees to match the lowest bidder amount of $152,432.00.

Thank you for your consideration. Please feel free to call with any questions or concerns. We look forward to working with you.

Respectfully,

Pat Espericueta/President

Serving you is our Business!!!

CITY OF PEÑITAS

Mayor Antonio Flores Jr.
Mayor Pro-Tem Tomas Cedillo Jr.
Commissioner Alex Guajardo
Commissioner JR Flores
Commissioner Ramiro Loya
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

April 8, 2015

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

Re: Flood Drainage Project

Dear Ms. Serna:

Please accept this letter as a request that the Urban County Program present recommendation of the 5125 Company for the City of Peñitas Flood Drainage Project to the Hidalgo County Commissioner's Court at their meeting to be held on April 14, 2015.

Thank you for your help and consideration on this matter. If you have any questions or require additional information please do not hesitate to contact me at 956-581-3345 or at oscarpenitas@yahoo.com.

Respectfully

Oscar Cuellar Jr.
City Manager

Cc: Guadalupe Garcia, UCP
File-Flood Drainage Project

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

April 6, 2015

Mr. Oscar Cuellar, City Manager
City of Peñitas
P.O. Box 204
Peñitas, Texas 78576

Re: City of Peñitas Drainage Improvements – Ignite Street

Dear Mr. Cuellar,

Bids were received and opened for the subject project on March 18, 2015. A total of seven (7) bids were received with GNH Company, LLC being the low bidder with a total base bid of $152,432.00. Attached is a copy of the bid tabulation for your review. This project involves drainage improvements within Ignite Street with connection to an existing drainage system located within the Barcelona Heights Subdivision. The third lowest bidder was The 5125 Company with a total base bid of 166,666.66. The 5125 Company is a Section 3 Certified Contractor and have agreed to match the low bid of $152,432.00. We recommend award of the contract to The 5125 Company based on their Section 3 Certification. The 5125 Company has performed numerous projects for our company in the past and is more than capable to perform this project. We recommend award of the contract to The 5125 Company in the amount of $152,432.00 for this project.

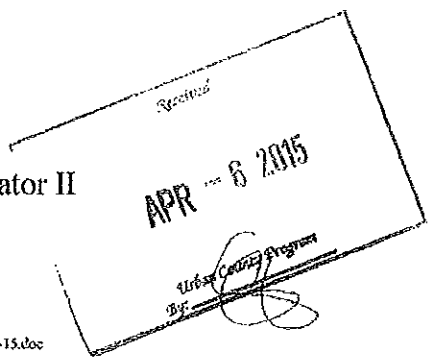
If you have any questions or require further information, please feel free to contact me at your convenience.

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-04-06-15.doc

Bid Tabulation
City of Pampa / Urban County Program Drainage Improvements
Ignite Street Drainage Improvements
Engineer: Javier Rodriguez Engineering
Bid Date: March 18, 2015 at 9:30 a.m.

A. for the Street Drainage Improvements			GNH Company, LLC		RBH Sons and Concrete, Inc.		The S125 Company		Diamond EGM Industries, Inc.		DNJ Construction, LP		Rojas Construction & Paving, LLC		Jimmy Osborn & Sons Construction Company, Inc.	
1. 12" RC Pipe	112	LF	$40.00	$4,480.00	$35.00	$3,920.00	$45.00	$5,040.00	$30.00	$3,360.00	$56.64	$6,343.68	$53.66	$6,009.92	$71.00	$7,952.00
2. 18" RC Pipe	240	LF	$44.00	$10,560.00	$45.00	$10,800.00	$50.00	$12,000.00	$40.00	$9,600.00	$62.64	$15,033.60	$50.99	$12,237.60	$78.00	$18,000.00
3. 24" RC Pipe	1,112	LF	$48.00	$53,376.00	$55.00	$61,160.00	$55.00	$61,160.00	$50.00	$55,720.00	$59.62	$77,417.44	$66.21	$73,626.52	$93.00	$103,416.00
4. Tie To Exist. Curb Inlet with 24" RC Pipe	1	EA	$2,000.00	$2,000.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$1,350.00	$1,350.00	$1,600.00	$1,600.00
5. Trench Protection	1,484	LF	$4.00	$5,858.00	$2.00	$2,928.00	$1.00	$1,484.00	$4.00	$5,858.00	$8.28	$12,092.64	$5.00	$7,320.00	$2.69	$3,960.00
6. Grate Inlet (4'X6')	1	EA	$3,000.00	$3,000.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,800.00	$3,800.00	$3,656.00	$3,656.00	$3,655.00	$3,655.00	$2,700.00	$2,700.00
7. Curb Inlet	2	EA	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$2,600.00	$5,000.00	$3,600.00	$7,000.00	$2,242.00	$4,484.00	$1,650.00	$3,100.00	$2,700.00	$5,400.00
8. 6" Curb & Gutter	60	LF	$12.00	$960.00	$11.00	$880.00	$20.00	$1,600.00	$25.00	$2,000.00	$44.64	$3,583.20	$14.40	$1,152.00	$3.50	$280.00
9. 5' Dia. Manhole	4	EA	$3,850.00	$15,500.00	$4,500.00	$18,000.00	$3,600.00	$14,600.00	$3,200.00	$12,800.00	$2,601.60	$10,006.40	$3,374.94	$13,499.76	$3,500.00	$14,000.00
10. Regrade Exist. Swale	500	CY	$9.00	$4,500.00	$18.00	$9,000.00	$5.00	$2,500.00	$10.00	$5,000.00	$17.68	$8,480.00	$11.40	$5,700.00	$5.00	$2,500.00
11. Patch Pavement (6" Flex, 2" HMAC)	350	SY	$22.00	$7,700.00	$30.00	$10,500.00	$48.00	$16,800.00	$30.00	$10,500.00	$40.12	$14,042.00	$52.00	$18,200.00	$35.00	$12,250.00
12. Traffic Control	Lump Sum		$2,600.00	$2,600.00	$3,000.00	$3,000.00	$1,600.00	$1,600.00	$4,000.00	$4,000.00	$2,950.00	$2,950.00	$9,600.00	$9,600.00	$5,600.00	$5,600.00
13. Utility Adjustment	Stated Allowance		$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
14. Landscaping Repair	Lump Sum		$5,000.00	$5,000.00	$3,000.00	$3,000.00	$2,752.66	$2,752.66	$2,600.00	$2,600.00	$5,192.00	$5,192.00	$9,250.00	$9,250.00	$3,500.00	$3,500.00
15. Remove & Replace Exist. 6' Chain Link Fence	220	LF	$7.00	$1,540.00	$10.00	$2,200.00	$20.00	$4,400.00	$23.00	$5,060.00	$37.78	$8,307.60	$32.50	$7,150.00	$35.00	$7,700.00
16. Remove 6' Valley Gutter	170	LF	$28.00	$4,760.00	$12.00	$2,040.00	$50.00	$10,200.00	$27.00	$4,590.00	$22.42	$3,811.40	$44.00	$7,480.00	$15.00	$2,550.00
Total Base Bid:				$162,432.00		$162,928.00		$168,836.66		$174,526.00		$197,926.55		$203,420.84		$237,458.00

NOTE: BOLD ITALICIZED NUMBERS DENOTES CALCULATION ERROR

C:\USE OFFICE DOCUMENTS OUT\OFFICE DOCUMENTS\2015\CD TABS\City of Pampa UCP Drainage Improvements\Ignite Street 03-18-15

BID TABULATION SHEET
Hidalgo County Urban County Program
City of Peñitas Drainage Improvements
Bid # 50011-60-0309-5000-6000-UCP-GVG
Engineer: Javier Hinojosa Engineering
Bid Date: March 18, 2015 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. GNH Company, LLC	$152,432.00	√
2. RDH Site and Concrete, LLC	$162,928.00	√
3. The 5125 Company	$166,666.66	√
4. Diamond Eight Industries, LLC	$174,526.00	√
5. DK3 Construction	$197,624.56 (Correct Amount) $178,760.56 (Read Amount)	√
6. Rojas Construction & Paving	$209,428.54	√
7. Jimmy Closner & Sons, Inc.	$217,468.00	√

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

APR -1 2015

OR

MEMORANDUM

To: Urban County Program
Attn: Lupita Garcia, Program Coordinator II

From: Javier Hinojosa, P.E.

Subject: City of Peñitas Drainage Improvements – Ignite Street

Date: March 31, 2015

Attached please find the original acceptance letter as submitted by The 5125 Company for the Ignite Street Drainage Improvements for the City of Peñitas. If you have any questions or require further information, please feel free to contact me at your convenience.

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

APR -1 2015

DR

March 30, 2015

The 5125 Company
Att: Pat Espericueta, President
1008 Doherty
Mission, TX 78572

Re: Section 3 Certified Preference
Hidalgo County Urban County Program - City of Peñitas Drainage Improvements – Ignite Street
Bid No. 50011-60-0309-5000-6000-UCP-GVG

Ms. Espericueta,

A bid opening was held on March 18, 2015, where seven bids were received for the "Hidalgo County Urban County Program - City of Peñitas Drainage Improvements – Ignite Street".

After the review of the Bid Tabulations, Javier Hinojosa Engineering has confirmed that GNH Company, LLC is the current lowest bidder in the amount of $152,432.00. Urban County has reviewed all bids submitted and The 5125 Company is currently Section 3 Certified as per 24 CFR Part 135. The 5125 Company will now have preference in matching the lowest bidder's amount ($152,432.00) for this project.

Please check one of the following:

☑ The 5125 Company **AGREES** to match lowest bidder amount of $152,432.00

☐ The 5125 Company **DOES NOT** agree to match lowest bidder amount of $152,432.00

Please feel free to call Javier Hinojosa Engineering (956) 668-1588 if you have any questions, or would like to discuss this matter.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mrs. Lupita Garcia, Urban County Program, Program Coordinator II
Mr. Oscar Cuellar, City of Peñitas, City Manager

URBAN COUNTY PROGRAM

427 E. DURANTA AVENUE, SUITE 107 • ALAMO, TEXAS 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

February 10, 2014

Ms. Pat Espericueta, President
The 5125 Company
1008 Doherty
Mission, Texas 78572

RE: SECTION 3 CERTIFICATION

Dear Ms. Espericueta:

The documentation submitted to my office to certify The 5125 Company as a "Section 3 Business Concern" has been reviewed by the Urban County Program staff.

As of this date, February 10, 2014, The 5125 Company has been certified as a "Section 3 Business Concern" by meeting the requirements listed below:

- ☑ At least 30% of your business workforce are currently Section 3 Residents or within three years of the date of first employment with the business concern were Section 3 Residents.

To further economic opportunities, you are encouraged to continue your efforts in subcontracting with Section 3 Businesses and the hiring of Section 3 Residents.

This Certification will remain valid for a period of three (3) years commencing on the date above referenced.

Sincerely,

Diana R. Serna
Director

Client#: 53337 5125CO

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/07/2015

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
The Nitsche Group-Waco
143 East Austin
Giddings, TX 78942

CONTACT NAME:
PHONE (A/C, No, Ext): 979 968-6494 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire Lloyds	43559
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The 5125 Company
1008 Doherty Ave.
Mission, TX 78572

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			85319998	11/01/2014	11/01/2015	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
	X PD Ded:5,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			85319998	11/01/2014	11/01/2015	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			85319998	11/01/2014	11/01/2015	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001142644	03/17/2015	03/17/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

Hidalgo County /
Urban Country Program
2802 S. Business Hwy 281
Hidalgo County New Admin Building
(SE of Canton Rd & Business 281)
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CONSTRUCTION CONTRACT

This Agreement entered into this **14th day of April, 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 **The 5125 Company (a corporation)** of **Mission,** 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:	**Peñitas-Flood Drainage Improvements**
PROJECT No.:	**5011-60-0309-5000-6000-UCP-GVG**
PROJECT DESCRIPTION:	**Ignite Street**

Heinafter called the project, for the sum of **($152,432.00) – One Hundred Fifty-Two Thousand, Four Hundred Thirty-Two Dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **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 **75 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Pat Espiricueta, President

Name of Firm: The 5125 Company.

Address: 1008 Doherty,
Mission, Texas 78572

Federal I.D./S.S.: 74-2507983

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
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-49262 **Urban County** **16. K.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of a bid and approval of contracts with A-One Insulation and 3 General Construction, Inc. for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide Area and (1) unit in the City of La Joya for a total contract amount is $116,200.00 to A-One Insulation.
2. (2) Units in the Countywide are for a total contract amount of $110,500.00 to 3 General Construction, Inc.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on December 2, 2014 and March 3, 2015. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 25,2015.

FY'12 Rehab Prog.
Funds Available: $345,817.04

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Fiscal Impact

Attachments

Attachment 1
Attachment 2
Attachment 3
Attachment 4
Attachment 5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 10:40 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Regalado Started On: 04/09/2015 10:07 AM

Final Approval Date: 04/10/2015

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 25, 2015 Bid Opening Time: 9:30 am

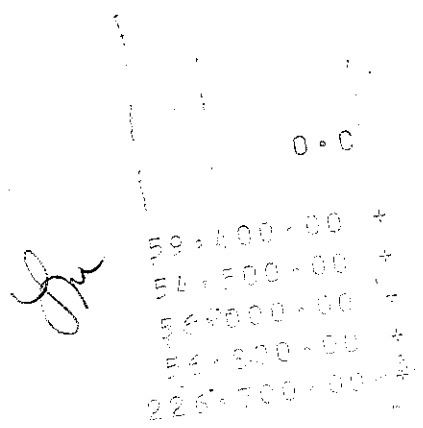
Description of Bid: The Demolition and Reconstruction of Three (3) Units in the Countywide Area & One (1) Unit in the City of La Joya

Grant #: M-12-UC-48-0501-ET-05

3 GENERAL CONSTRUCTION INC.			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$63,000.00	BB INCLUDED
2	J. MORIN	$54,500.00	BB INCLUDED
3	A. CHAVEZ	$56,000.00	BB INCLUDED
4	M. TREVINO	$58,000.00	BB INCLUDED

G & G CONTRACTORS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$59,840.00	BB INCLUDED
2	J. MORIN	$56,840.00	BB INCLUDED
3	A. CHAVEZ	$56,840.00	BB INCLUDED
4	M. TREVINO	$58,900.00	BB INCLUDED

A-ONE INSULATION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	G. TREVINO	$59,400.00	BB INCLUDED
2	J. MORIN	$57,200.00	BB INCLUDED
3	A. CHAVEZ	$57,500.00	BB INCLUDED
4	M. TREVINO	$56,800.00	BB INCLUDED



***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2015

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 (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: lucy or jeannie
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: LUCY@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: PROGRESSIVE COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
3 GENERAL CONSTRUCTION, INC.
3200 E JUDE AVE
ALTON, TX 78573
(956)221-1402 Ext.

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			3DV6178	12/11/14	12/11/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			02263658-1	07/02/14	07/02/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP0001255540	07/15/14	07/15/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E. DURANTA AVE STE 107
ALAMO TX 78516

(EMAIL) eric.trevino@ucp.co.hidalgo.tx.us
(FAX) 956-318-2988

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2015

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	CONTACT NAME: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	
INSURER B: Texas Mutual Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson

Pharr TX 78577

COVERAGES CERTIFICATE NUMBER: CL1412100452 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	Y	3DT9860	6/18/2014	6/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EZXS10508	6/18/2014	6/18/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SBP0001231365	12/2/2014	12/2/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The General Liability Policy includes a Blanket Automatic Additional Insured Endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and the certificate holder that requires such status. The General Liability Policy includes a Blanket automatic Waiver of Subrogation endorsment that provides this feature only when there is a written contracct between the named insured and the certificate holder that requires such status. Primary and NonContributory endorsement is included in the General Liability Policy.

CERTIFICATE HOLDER

eric.trevino@co.hidalgo.tx

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **April 14, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Juan A. & Josefina Morin**

BORROWER'S ADDRESS:

244 Shawnee Trail
Alamo, Texas 78516

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Joel Garza, 3 General Construction, Inc.**

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$54,500.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$54,500.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$54,500.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Juan Antonio Morin

_____

Josefina Morin

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: Diana R. Serna
Its: Director of Urban County Program

CONTRACTOR:

_____

By: **Joel Garza**
Its: **3 General Construction, Inc.**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Juan Antonio Morin.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Josefina Morin**.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Joel Garza**, **3 General Construction, Inc.**, a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF APRIL 17, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Juan Antonio Morin

_____

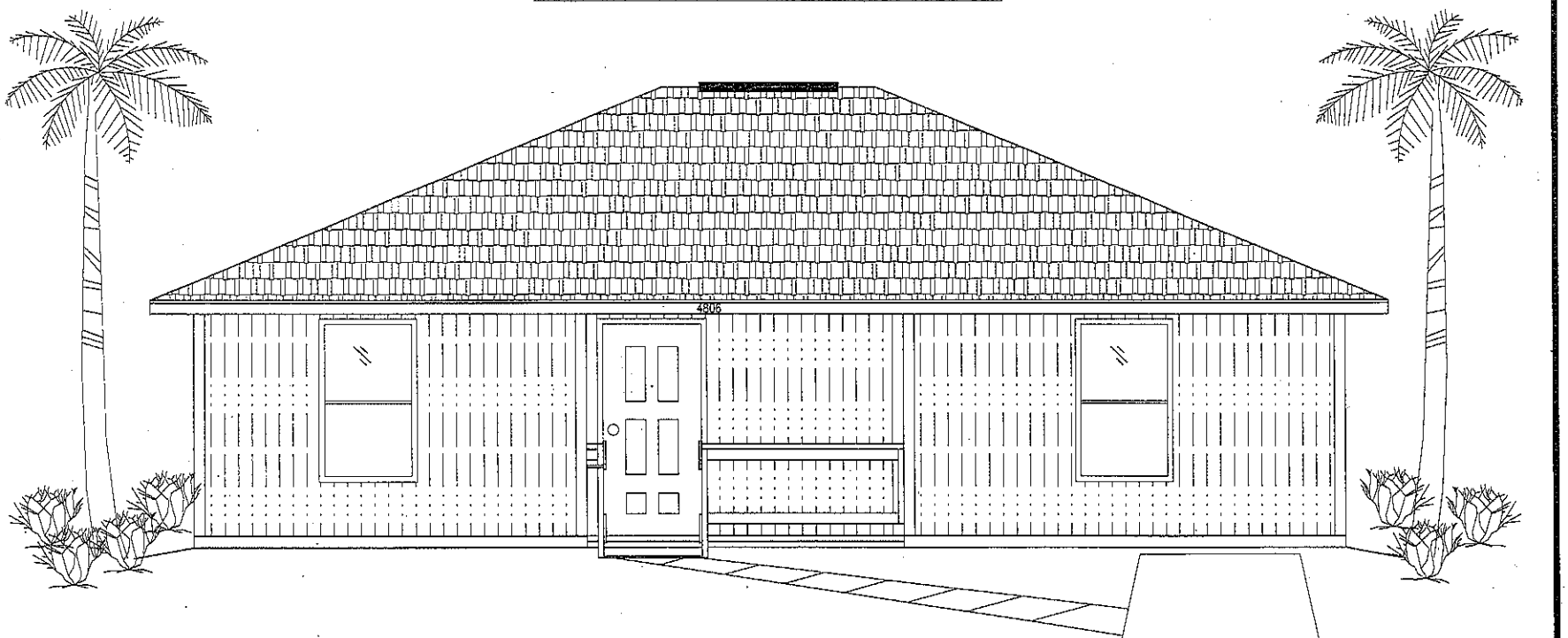
Josefina Morin

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 22 North Alamo Village, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

MORIN RESIDENCE



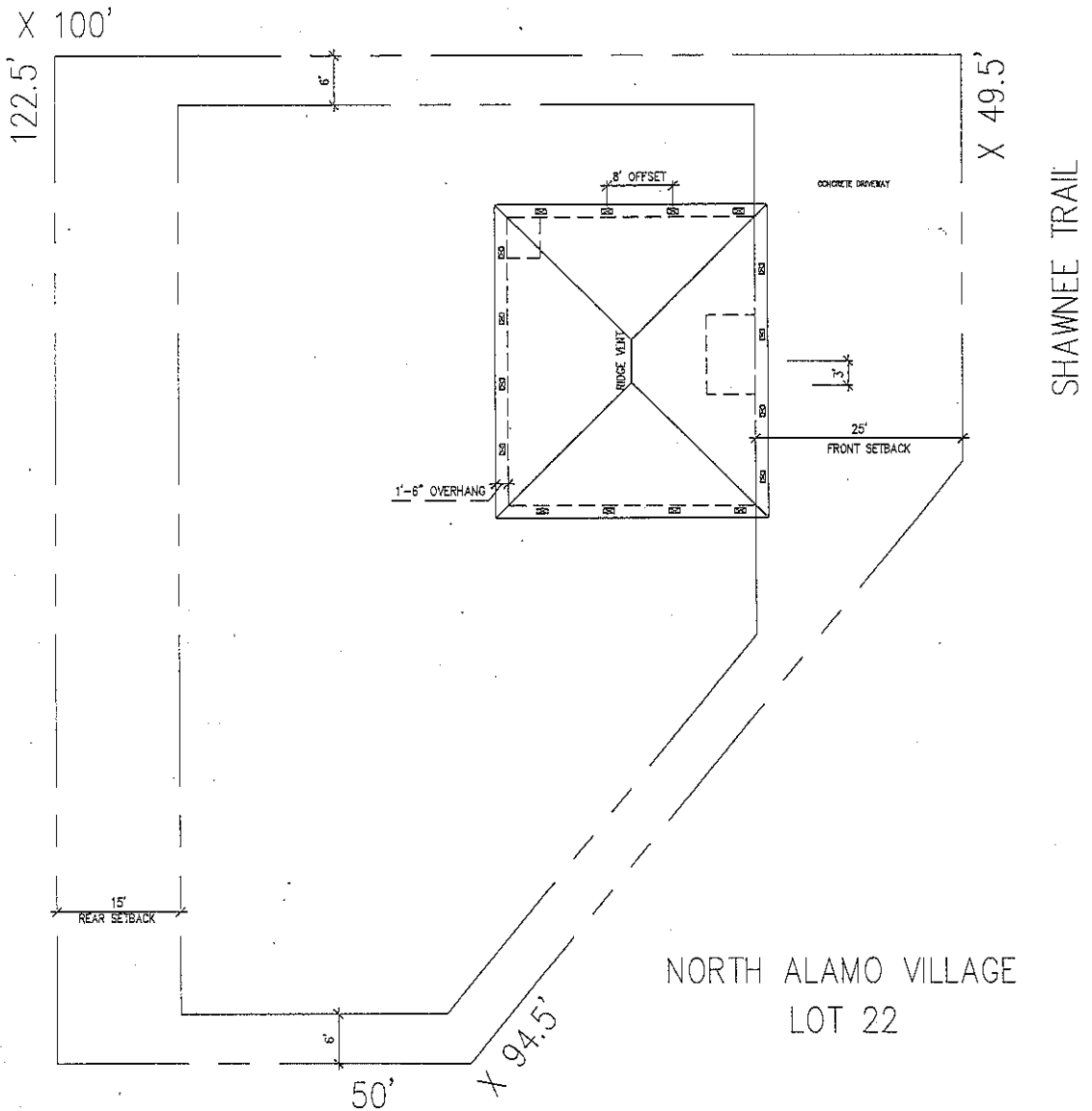
JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL–ALAMO
(956) 802–6365

URBAN COUNTY PROGRAM
427 E. DURANTA AVE. ALAMO
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX

LIVING AREA
986 SQ. FT.



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

1 ROOF/ PLOT PLAN

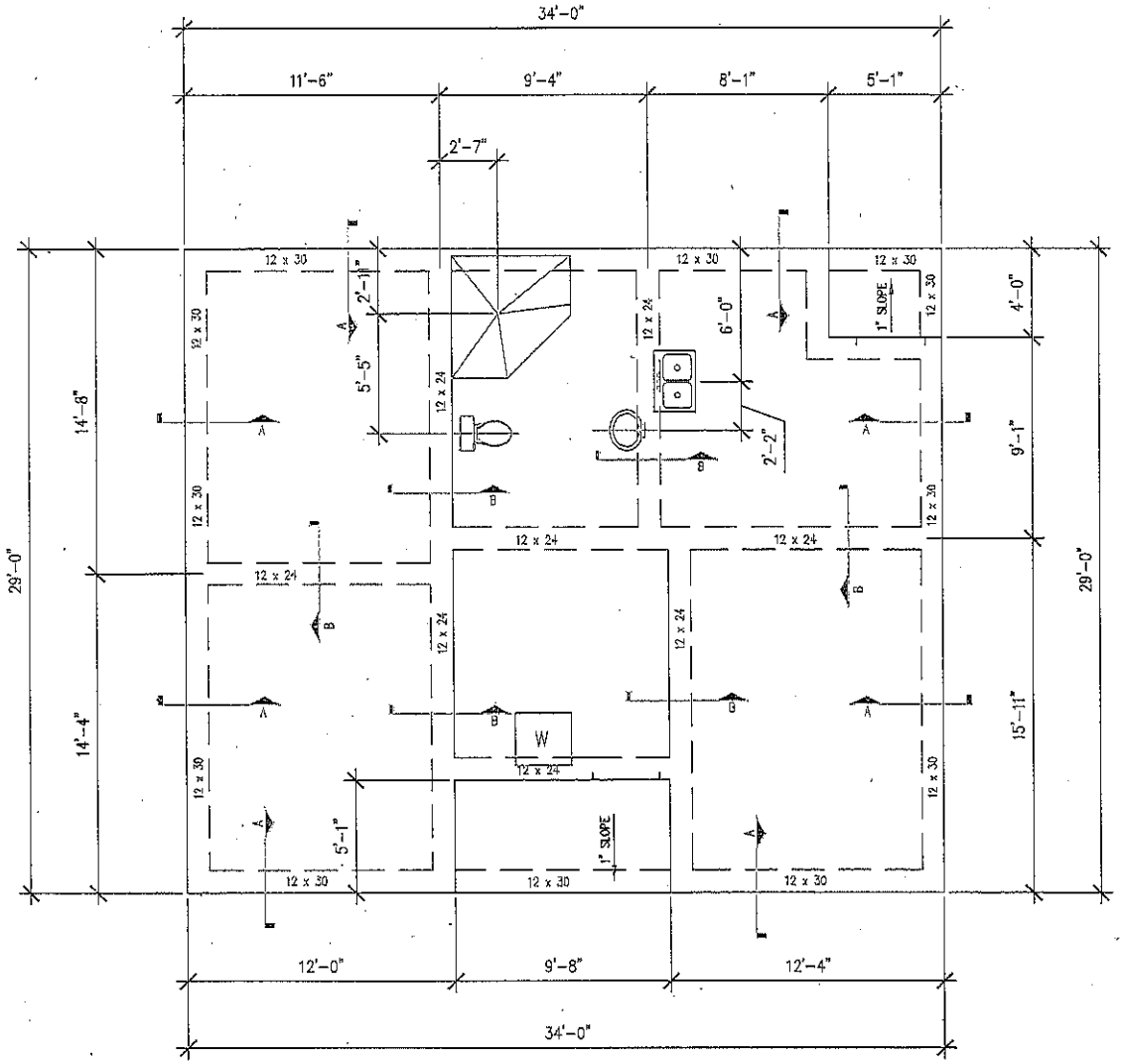
XREF SCALE: NTS

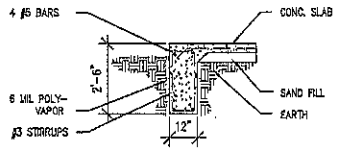
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

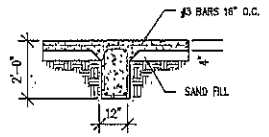
JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX





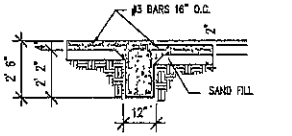
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

XREF

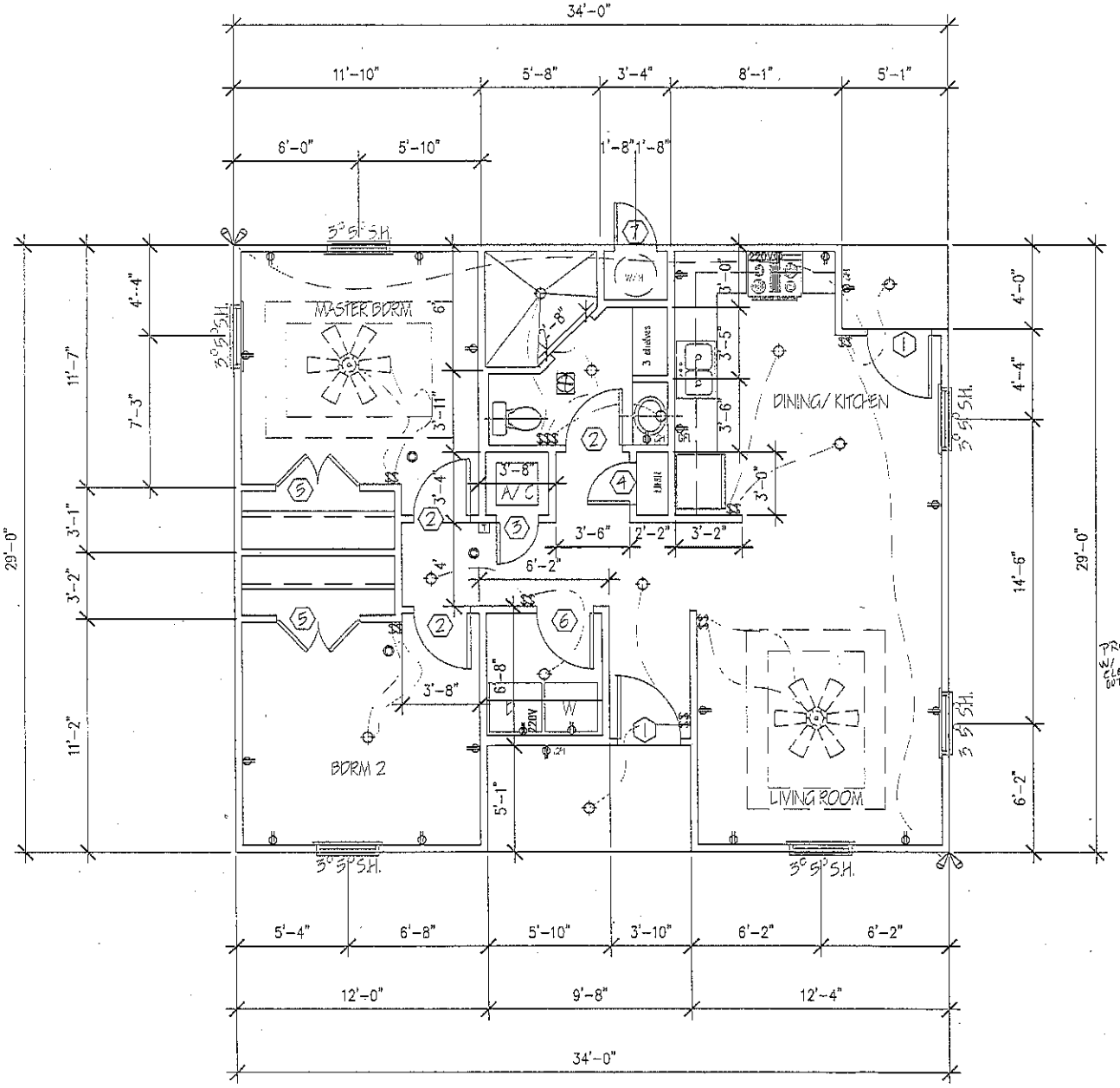
SCALE: NTS

LIVING AREA
986 SQ. FT.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX



SQUARE FOOTAGE

LIVING AREA	924
PORCH/ PATIO	62
TOTAL SQ. FT.	986

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		MOTION SENSOR SECURITY LED LIGHT

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0"x6'8"	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2'8"x6'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0"x4'0"	HOLLOW CORE	PASSAGE FOR A/C CLOSET
4	INSTALL NEW UNIT	2'0"x6'8"	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2)2'0"X2'0"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'8"x6'8"	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2'0"x6'8"	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

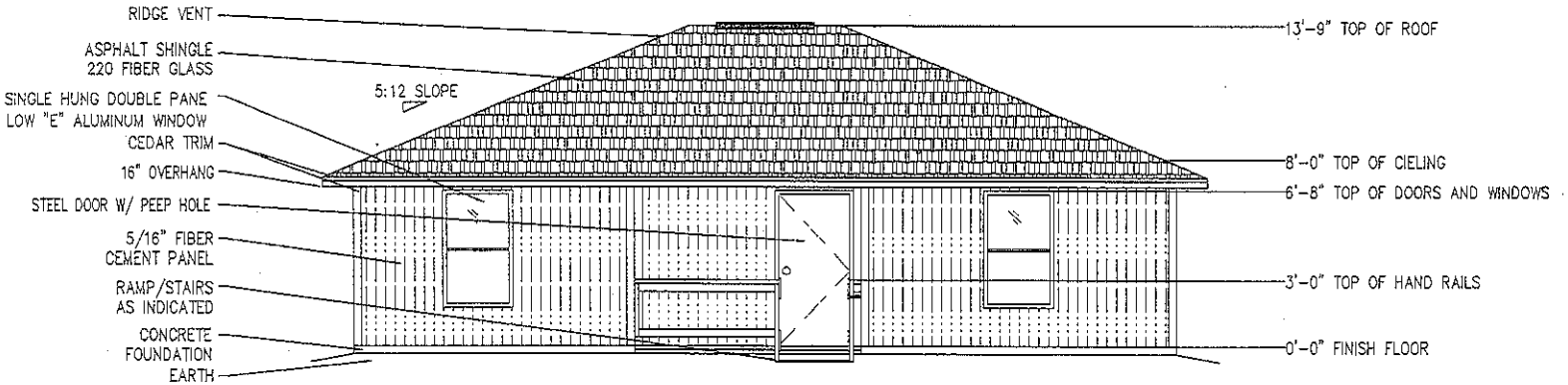
-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
PERSIMMON wall SW 6339 — SPICY HUE trim SW 6342
INTERIOR COLOR CHOICES TO BE OR MATCH:
INTERACTIVE CREAM wall SW 6113 — STURDY BROWN trim SW 6097

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 3RD DAY OF MARCH 2015
Juan Morin
Josefina Morin

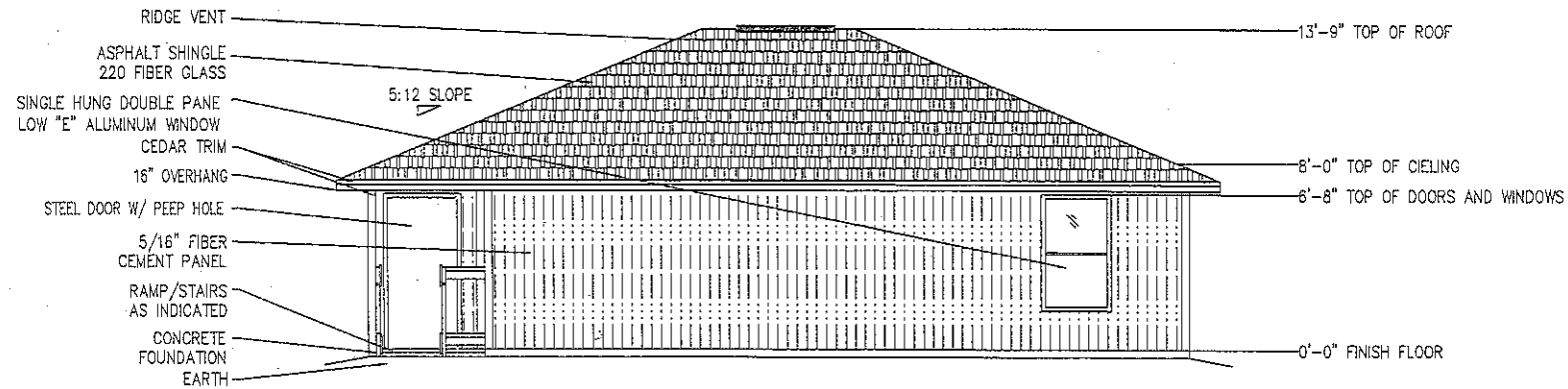
1 FLOOR PLAN
XREF
SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM
JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX
LIVING AREA 986 SQ. FT.
4 OF 7



1 FRONT ELEVATION PLAN

XREF SCALE: NTS



2 REAR ELEVATION PLAN

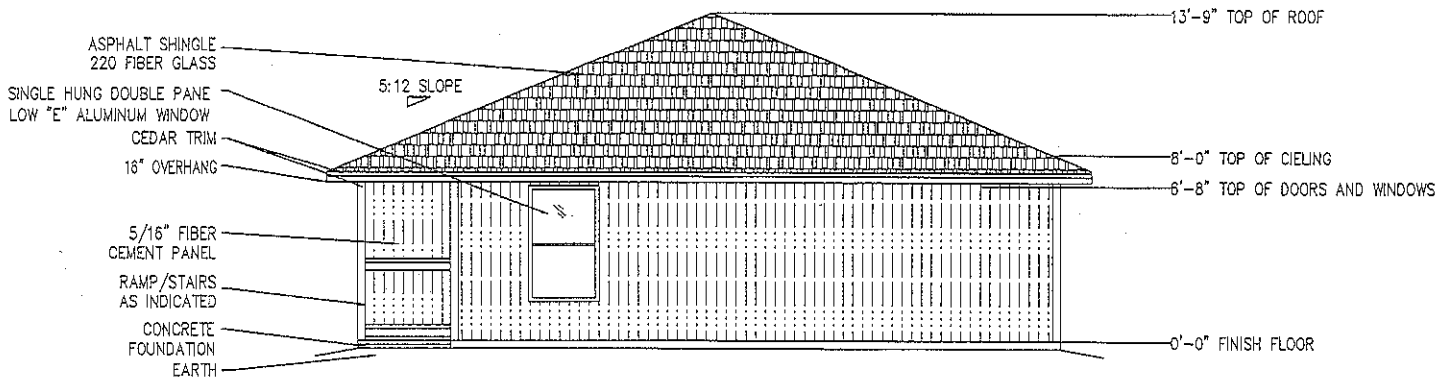
XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

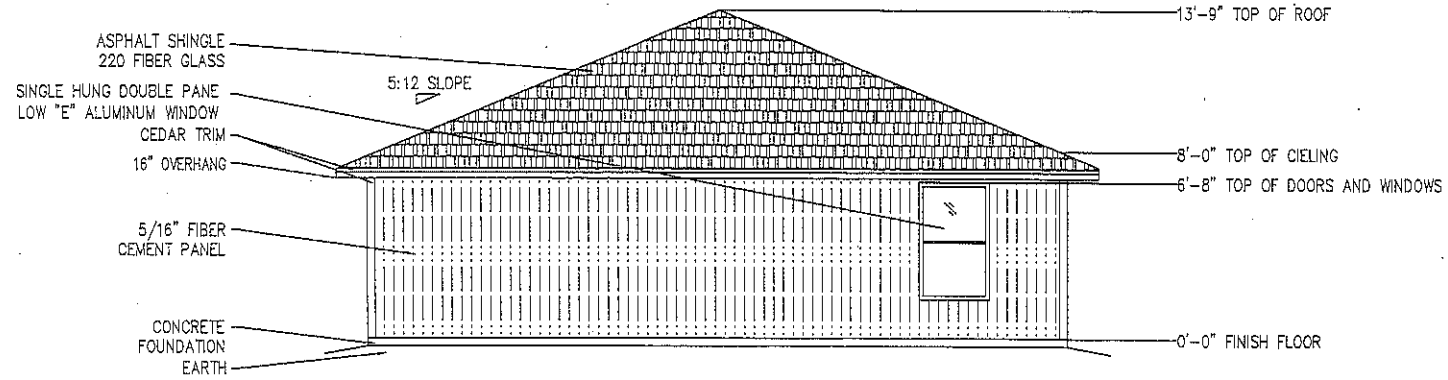
LIVING AREA
986 SQ. FT.

JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX



1 LELT ELEVATION PLAN

XREF SCALE: NTS



2 RIGHT ELEVATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX

LIVING AREA
986 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Juan & Josefina Morin CASE NO.: CW 85-15-02 DATE: 03/03/2015 ADDRESS: 244 Shawnee Trail Alamo, TX PHONE: 956-802-6365 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" BOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT. CONCRETE DRIVE-WAY THAT MEASURES 10'X25', MUST CONNECT TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2'x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2'x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1'/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - (2) 2X12 WHERE NEEDED.

ALL EXTERIOR CEILING COVERINGS:
3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.
ALL INTERIOR WALL & CEILING COVERINGS.
½" SHEETROCK FINISHED AS PER SPECS.
½" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
A FRONT PORCH FLOOR.
A SIDE/BACK PORCH FLOOR.
PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.**
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- A RANGE CABINET.
- A KITCHEN FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOODVENT TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Juan Morin

NAME OF APPLICANT

Josefina Morin

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	April 14, 2015
Demolition	April 23, 2015
Construction Start	April 24, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 23, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$54,500.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$54,500.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **April 14, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Adela O. Chavez**

BORROWER'S ADDRESS:

5607 San Marcos St.,
Edinburg, Texas 78542

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Edinburg, Texas 78542

CONTRACTOR: **Joel Garza, 3 General Construction, Inc.**

CONTRACTOR'S ADDRESS:

3200 E. Jude Ave.,
Alton, Texas 78573

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$56,000.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$56,000.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$56,000.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Adela O. Chavez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Joel Garza**
Its: **3 General Construction, Inc.**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Adela O. Chavez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Joel Garza**, **3 General Construction, Inc.**, a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO JOEL GARZA, 3 GENERAL CONSTRUCTION INC., AT 3200 E. JUDE AVE., ALTON, TEXAS 78573 NOT LATER THAN MIDNIGHT OF APRIL 17, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

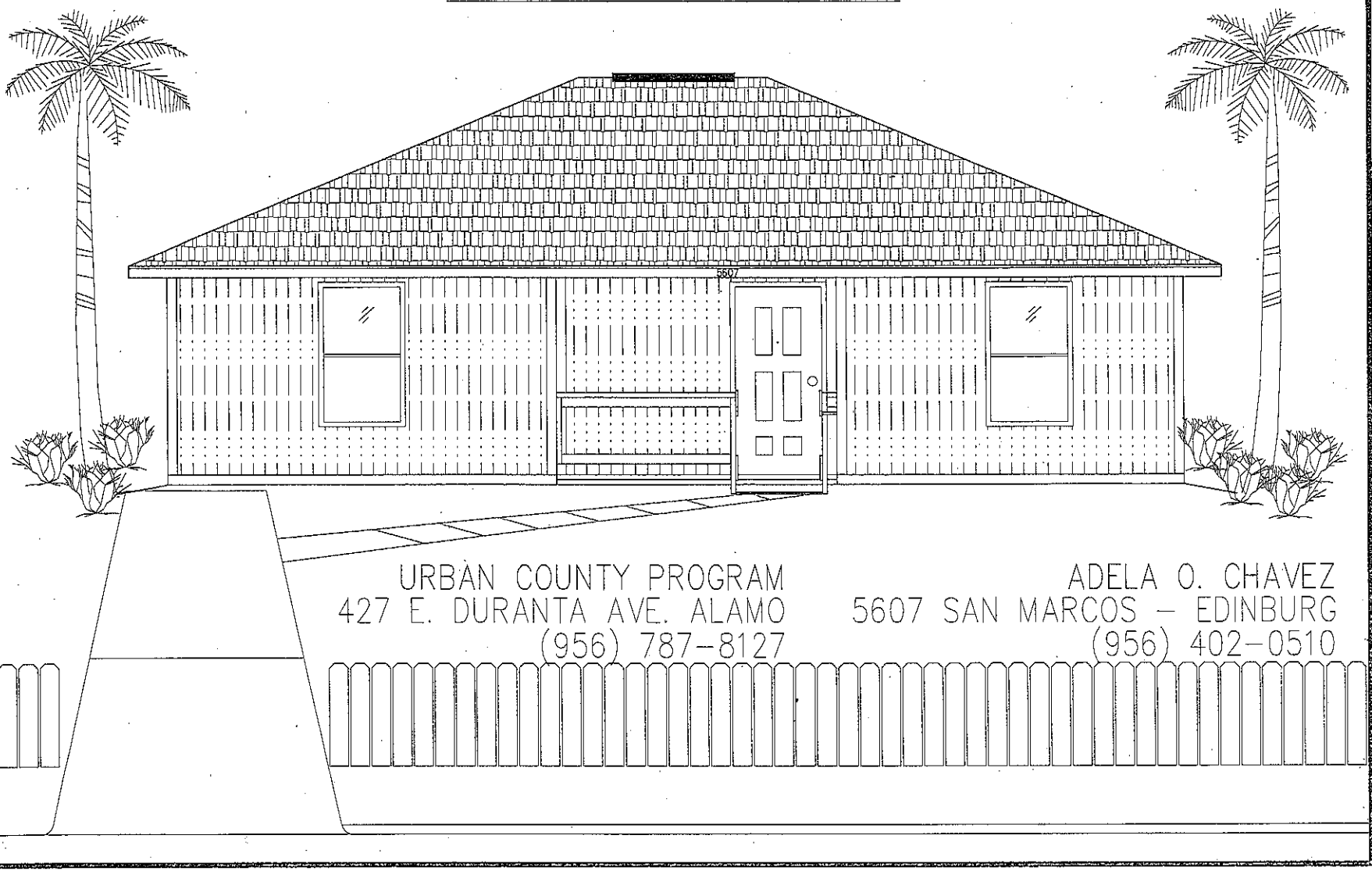
Adela O. Chavez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 9, San Marcos Acres No. 3, 22 North Alamo Village, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

CHAVEZ RESIDENCE



URBAN COUNTY PROGRAM
427 E. DURANTA AVE. ALAMO
(956) 787-8127

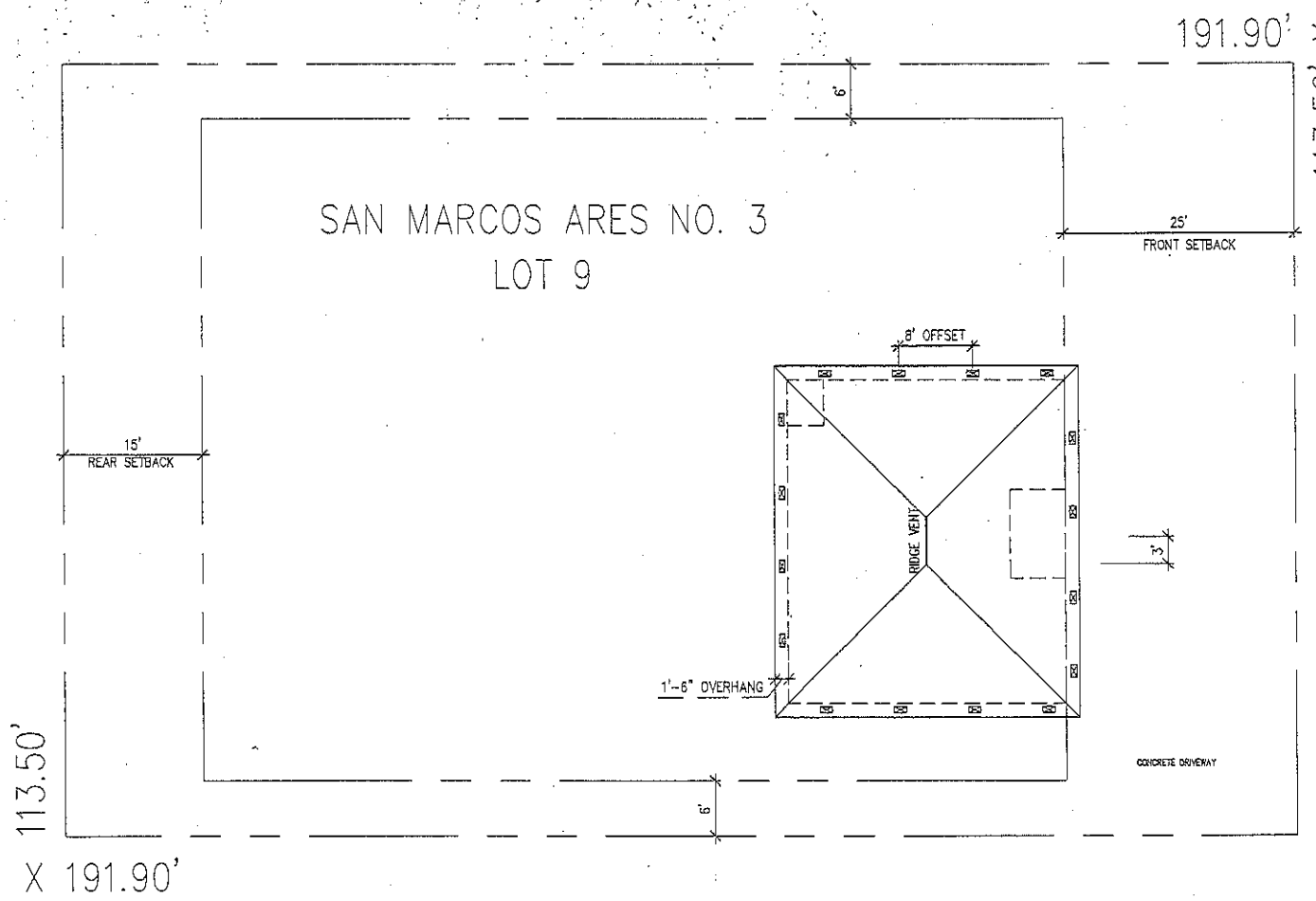
ADELA O. CHAVEZ
5607 SAN MARCOS - EDINBURG
(956) 402-0510

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ADELA O. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX

LIVING AREA
986 SQ. FT.



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

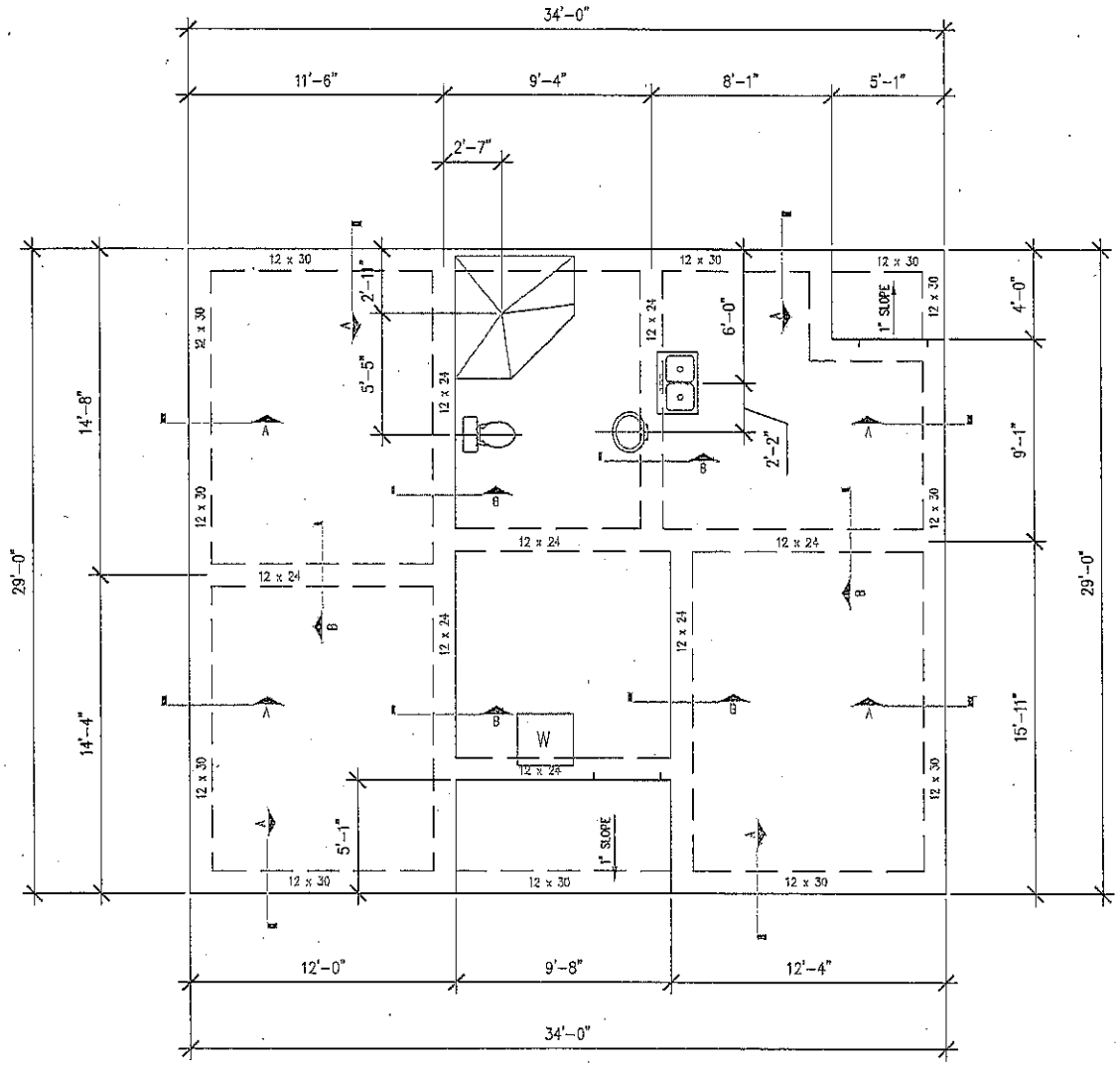
1 ROOF/ PLOT PLAN

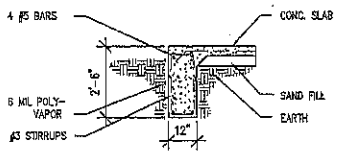
XREF SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

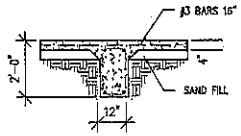
ADELA O. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX





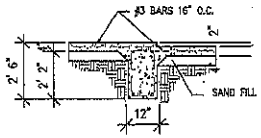
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

XREF

SCALE: NTS

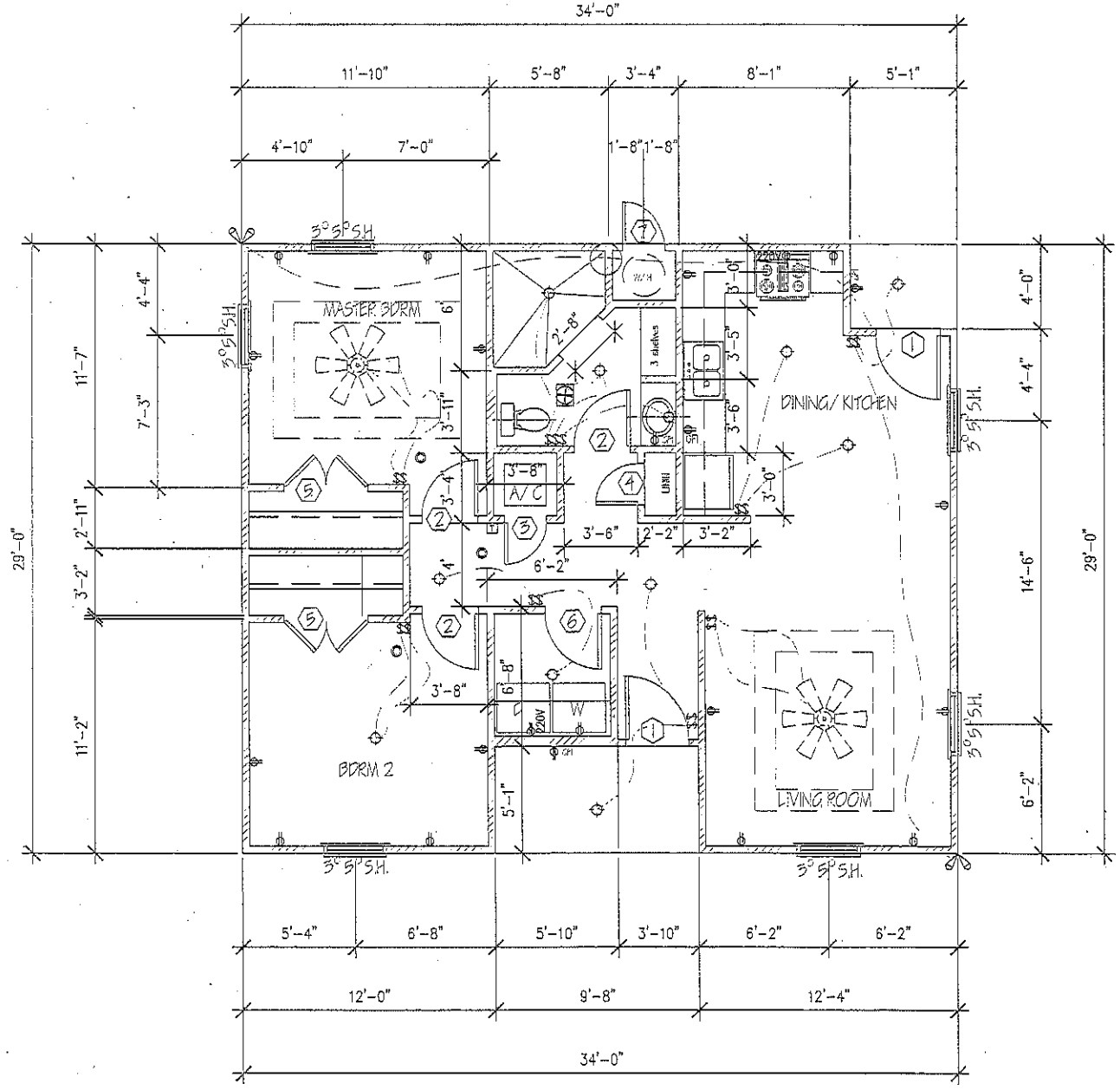
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

ADELA O. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX

3 OF 8



SQUARE FOOTAGE

LIVING AREA	924
PORCH/ PATIO	62
TOTAL SQ. FT.	986

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		MOTION SENSOR SECURITY LED LIGHT

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°x6⁸	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2°x4°	HOLLOW CORE	PASSAGE FOR A/C CLOSET
4	INSTALL NEW UNIT	2°x6⁸	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2)2°X2°	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2°x6⁸	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

- 5/12 SLOPE WITH 16" OVERHANG
- SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
- INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
- CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE.
- INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
TIGEREYE SW 6362 (wall) CREAM EAY SW 6358 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
SOCIABLE SW 6359 (wall) EGG WHITE SW 6364 (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 3RD DAY OF MARCH 2015
Adela O Chavez

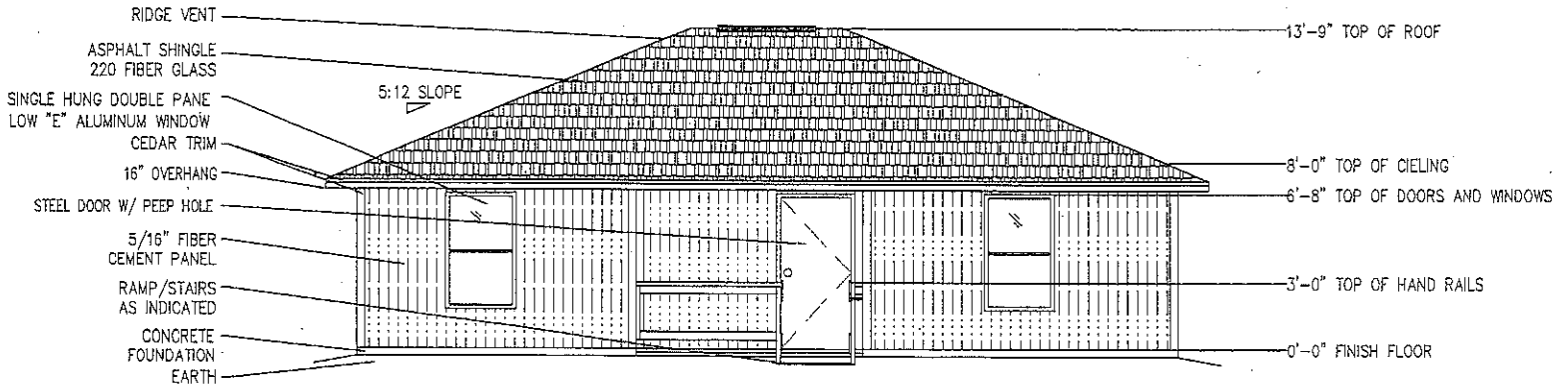
1 FLOOR PLAN

XREF SCALE: NTS

LIVING AREA 986 SQ. FT.

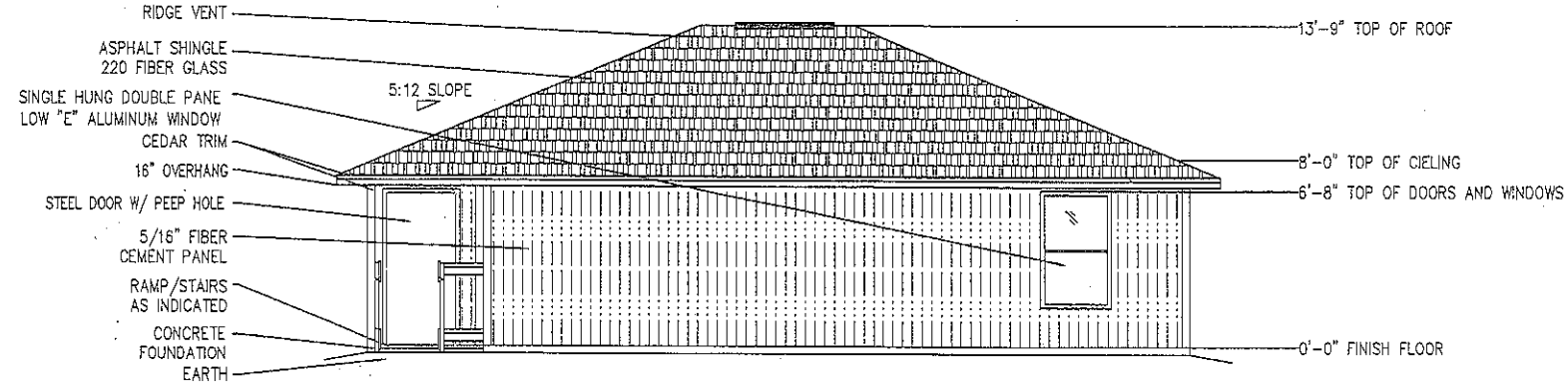
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ADELA O. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX



1 FRONT ELEVATION PLAN

XREF SCALE: NTS



2 REAR ELEVATION PLAN

XREF SCALE: NTS

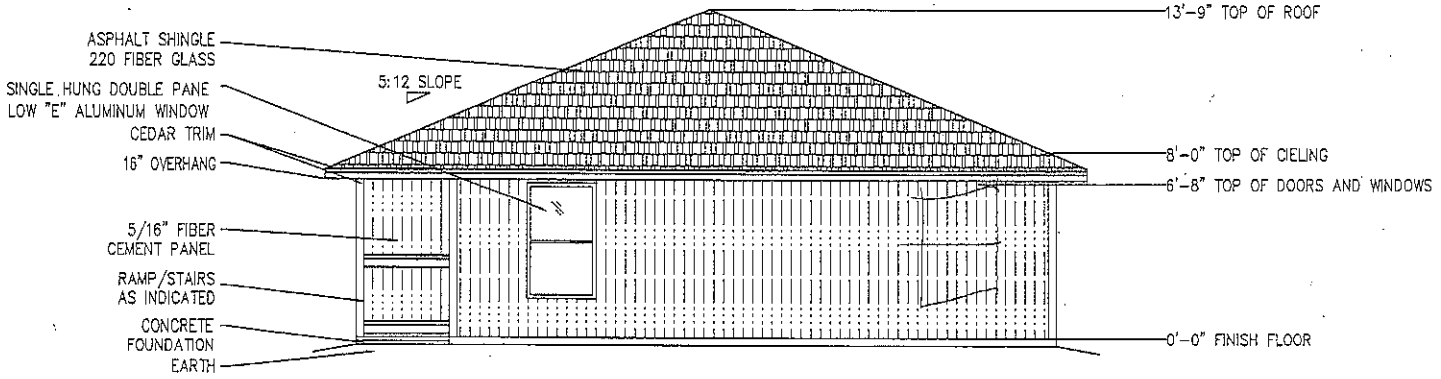
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

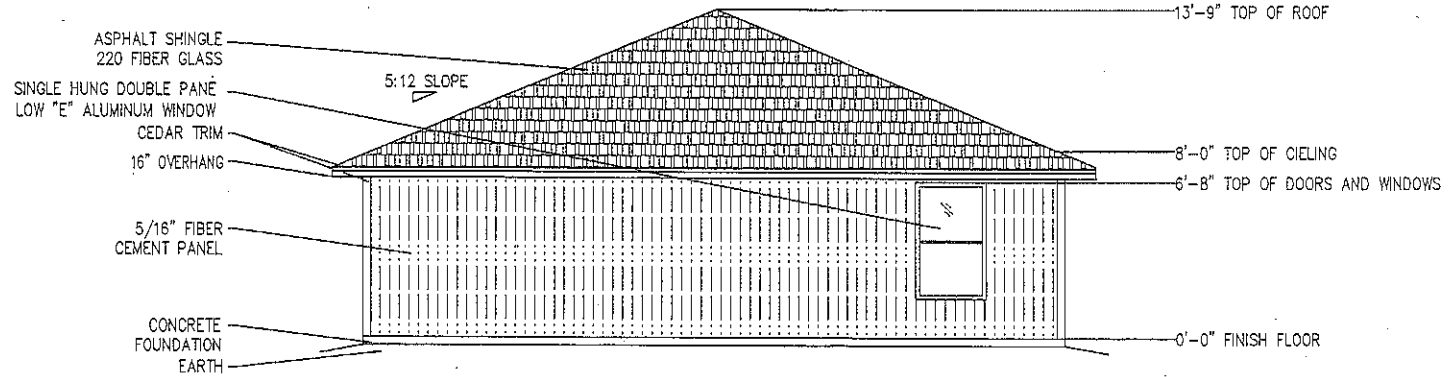
ADELA G. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX

5 OF 7



1 LELT ELEVATION PLAN

XREF SCALE: NTS



2 RIGHT ELEVATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

ADELA O. CHAVEZ
5607 SAN MARCOS ST. EDINBURG, TX

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Adela O. Chavez CASE NO.: CW 85-15-03 DATE: 03/03/2015 ADDRESS: 5607 San Marcos St. Edinburg, TX PHONE: 956-402-0510 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" BOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT. CONCRETE DRIVE-WAY THAT MEASURES 10'X25', MUST CONNECT TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.
  HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - **(2) 2X12 WHERE NEEDED.**

ALL EXTERIOR CEILING COVERINGS:
3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.
ALL INTERIOR WALL & CEILING COVERINGS.
½" SHEETROCK FINISHED AS PER SPECS.
⅛" DAMP RESISTANT SHEETROCK FOR BATH AREAS.
ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
A FRONT PORCH FLOOR.
A SIDE/BACK PORCH FLOOR.
PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.**
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- A RANGE CABINET.
- A KTCHEN FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOODVENT TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Adela O Chavez

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	April 14, 2015
Demolition	April 23, 2015
Construction Start	April 24, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 23, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$56,000.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$56,000.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **April 14, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Gerardo & Yanet Trevino**

BORROWER'S ADDRESS:

13404 La Paloma Dr.
Edinburg, Texas 78541

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,400.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,400.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$59,400.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Gerardo Trevino

_____

Yanet Trevino

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Raymundo Carrisales**
Its: **A-One Insulation**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Gerardo Trevino.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Yanet Trevino.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF APRIL 17, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

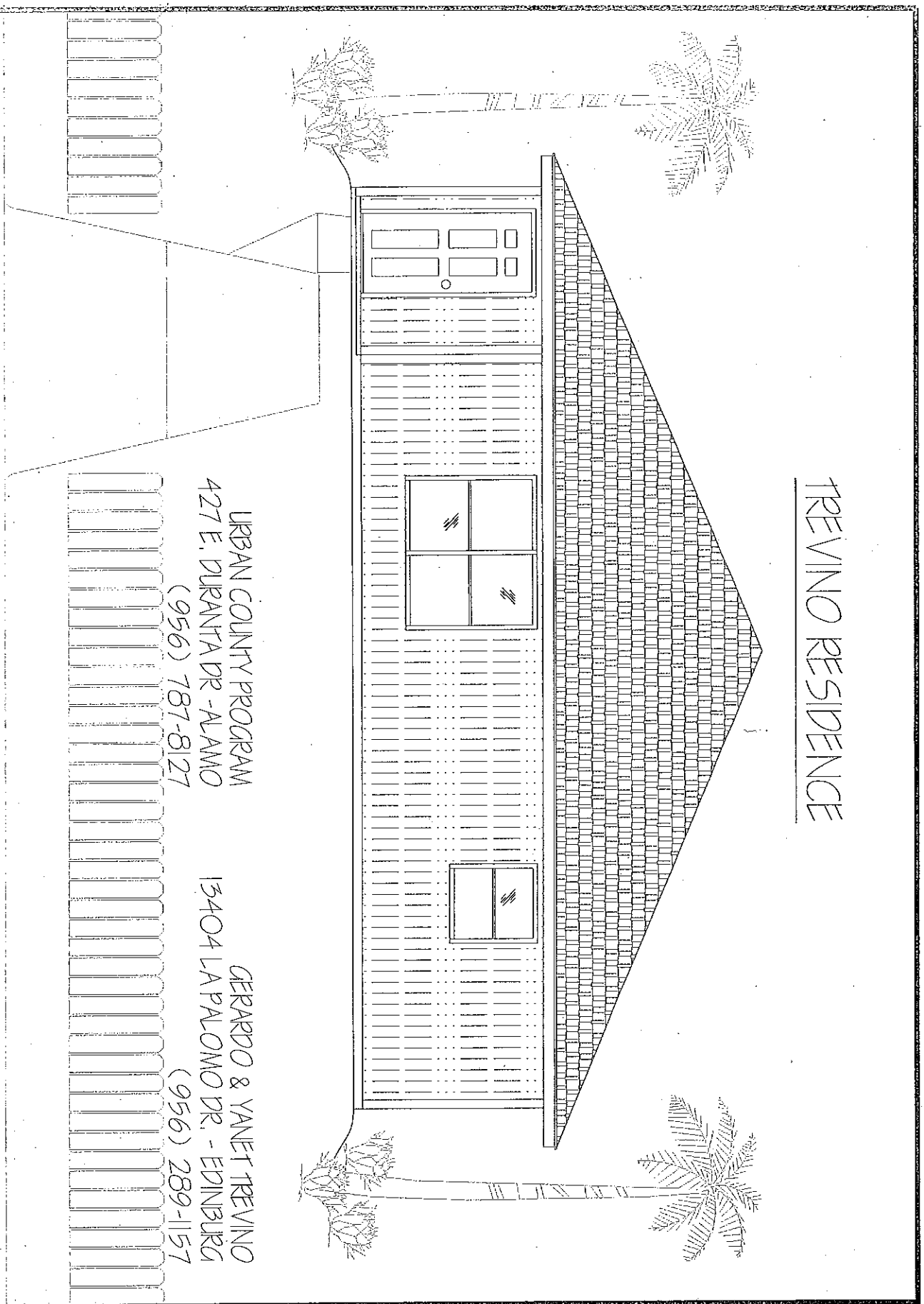
Gerardo Trevino

_____

Yanet Trevino

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 19, Cinco Hermanas Subdivision of the lands in Hidalgo County Texas.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

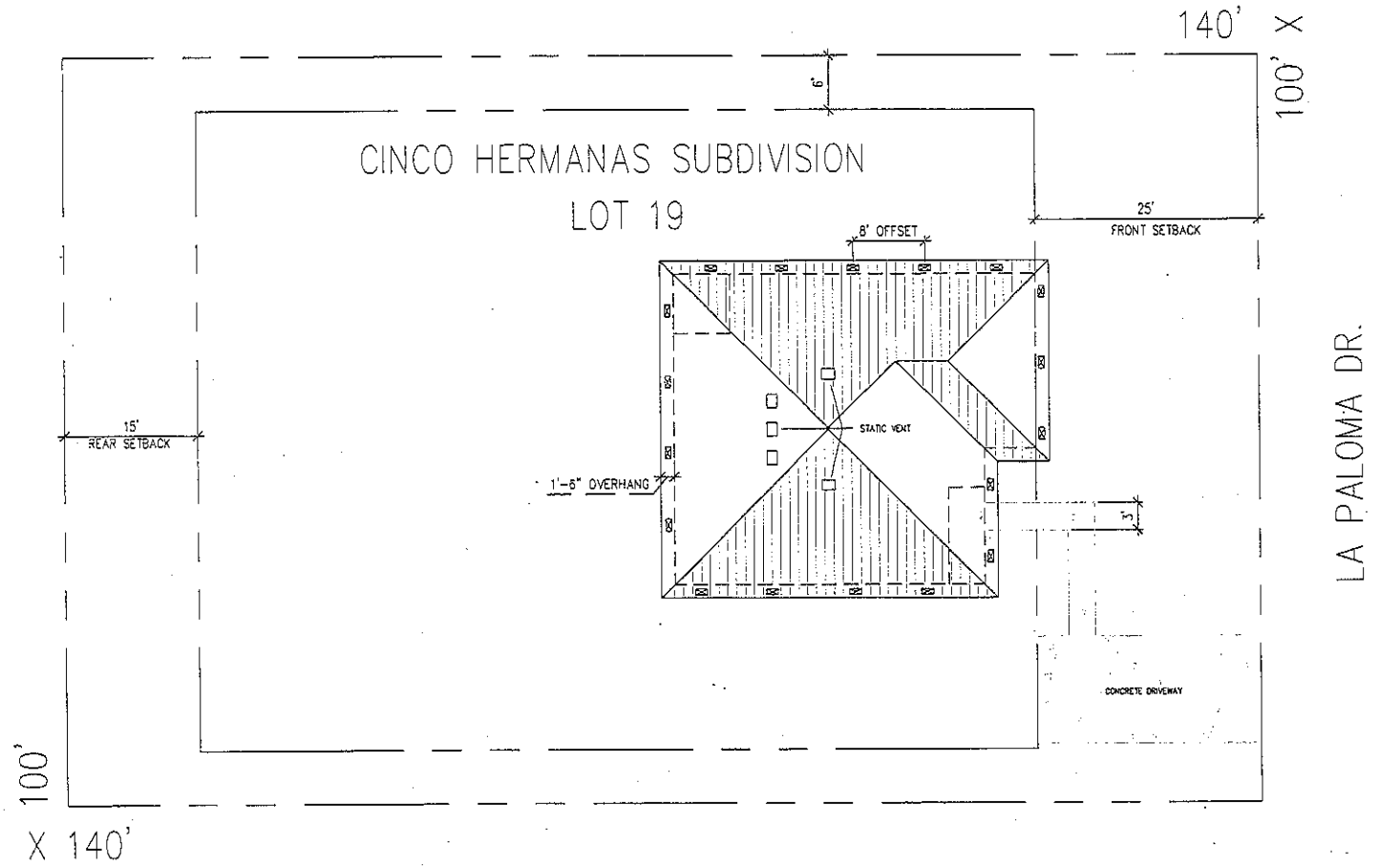
1 OF 7

GERARDO & YANET TREVINO

13404 LA PALOMA DR. EDINBURG, TX

LIVING AREA

1322 SQ. FT.



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

1 ROOF/ PLOT PLAN

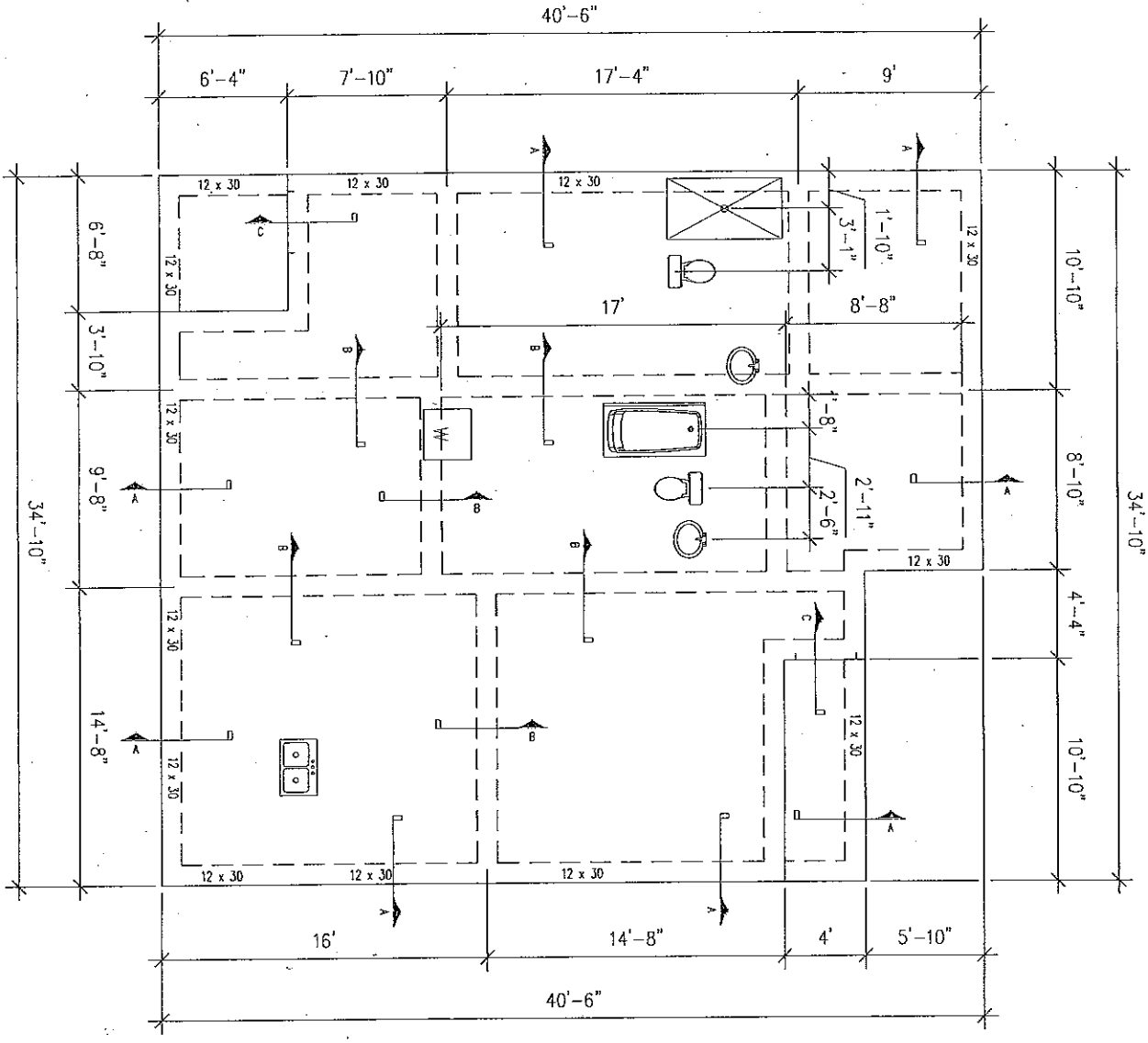
XREF SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GERARDO & YANET REVIVO
15404 LA PALOMA DR. EDINBURG, TX

TOTAL AREA
1522 SQ. FT.

2 OF 7



FOUNDATION PLAN

GENERAL NOTES

-1" THICK SLAB ON GRADE W/ #3 BARS @ 18" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6" MIN. VISCLEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM AND #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS AT ALL CORNERS & INTERSECTIONS 2"X2" - #5

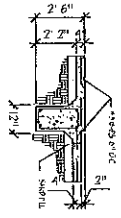
-APPLY BAG #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ADOBE BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL (NOT FINISH FLOOR TO BE 18" FROM TOP OF CURB UNLESS OTHERWISE NOTED

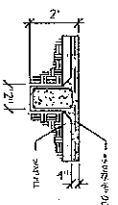
C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



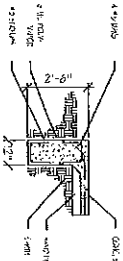
B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



URBAN COUNTY PROGRAM

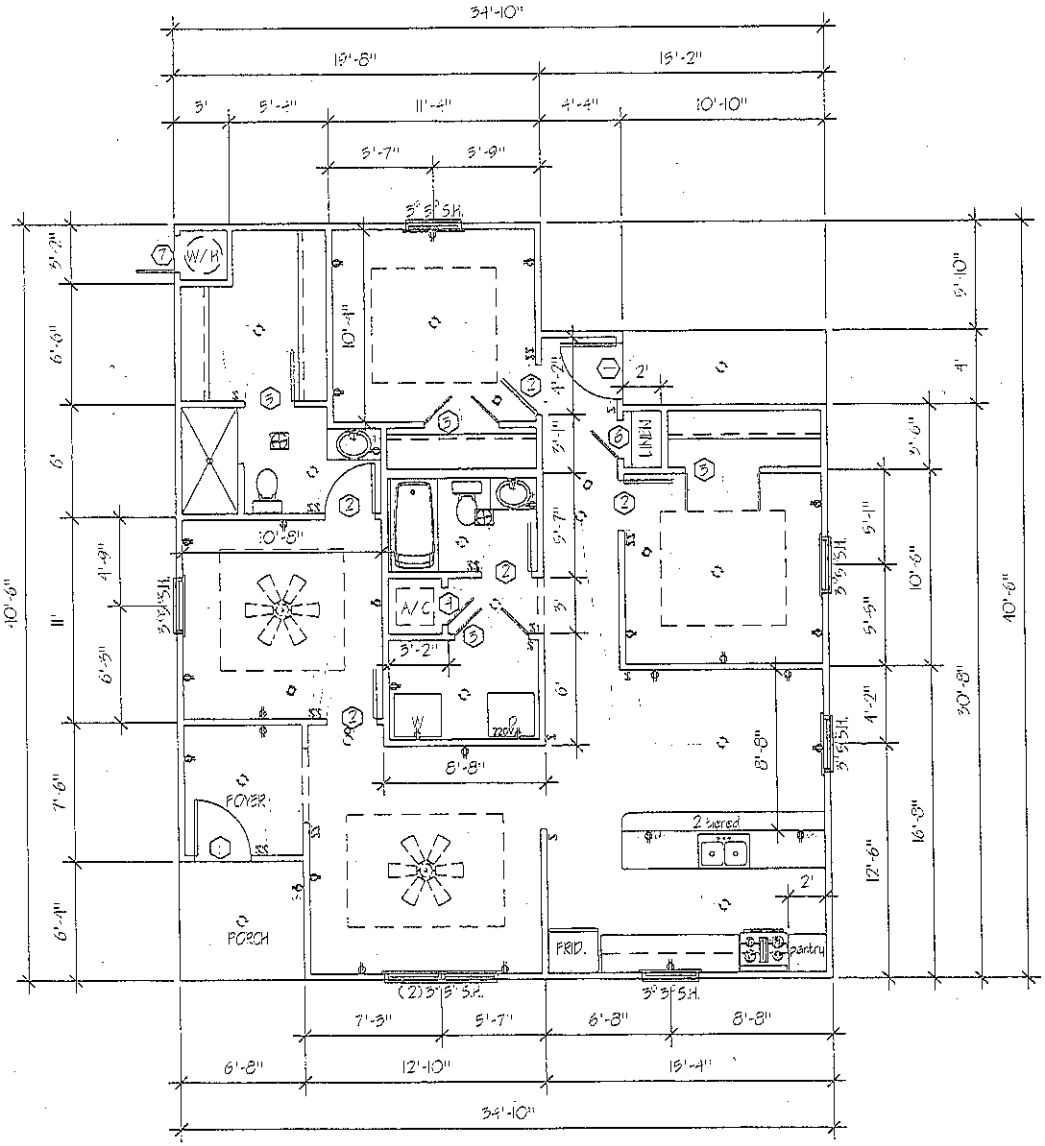
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

3 OF 7

GERARDO & YANET TREVINO

13404 LA PALOMA DR. EDINBURG, TX

TOTAL AREA
1322 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	1267
PORCH/YARD	55
TOTAL SQ. FT.	1322

ELECTRICAL LEGEND

WH WATER HEATER	EXHAUST FAN
DUPLEX ELECTRICAL RECEPT.	LIGHT FIXTURE
220 CIRCUIT W/ ELECTRICAL RECEPTACLE	$ LIGHT SWITCH
GFI GROUND FAULT CIRCUIT INTERRUPTED	THERMOSTAT
SMOKE DETECTOR	

DOOR SCEDULE

DR#	TASK	SIZE W x H	TYPE	LOCKS
	INSTALL NEW UNIT W/ FULL FRENCH KNOBS	3'0"	METAL W/ LOW PROFILE THRESHOLD	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	2'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2'0"	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	3'0"x6'8"	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'8"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	3'0"	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	3'0"	SOLID METAL	LOCK W/ DEADBOLT

GENERAL NOTES

- 5:12 SLOPE WITH 16" OVERHANG
- SUPPLY SOFFIT / SOFFIT VENTS WHERE NEEDED
- INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
- INSTALL PHONE JACKS & CABLE CONNECTIONS IN ALL BEDROOMS & LIVING ROOM. KITCHEN PHONE AS PER OWNERS REQUEST.
- INSTALL CONNECTIONS FOR A NATURAL GAS/ ~~ELECTRIC~~ OR ELECTRICAL STOVE _____

EXTERIOR COLOR CHOICES TO BE OR MATCH

BUTTERFIELD SW 6676 JONQUIL SW 6674

INTERIOR COLOR CHOICES TO BE OR MATCH

SIMPLY BEIGE SW 6085 MODEST WHITE SW 6084

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 11 DAY OF MARCH 2014

Janet Demino

1 FLOOR PLAN

SCALE: N.T.S.

TOTAL AREA 1322 SQ. FT.

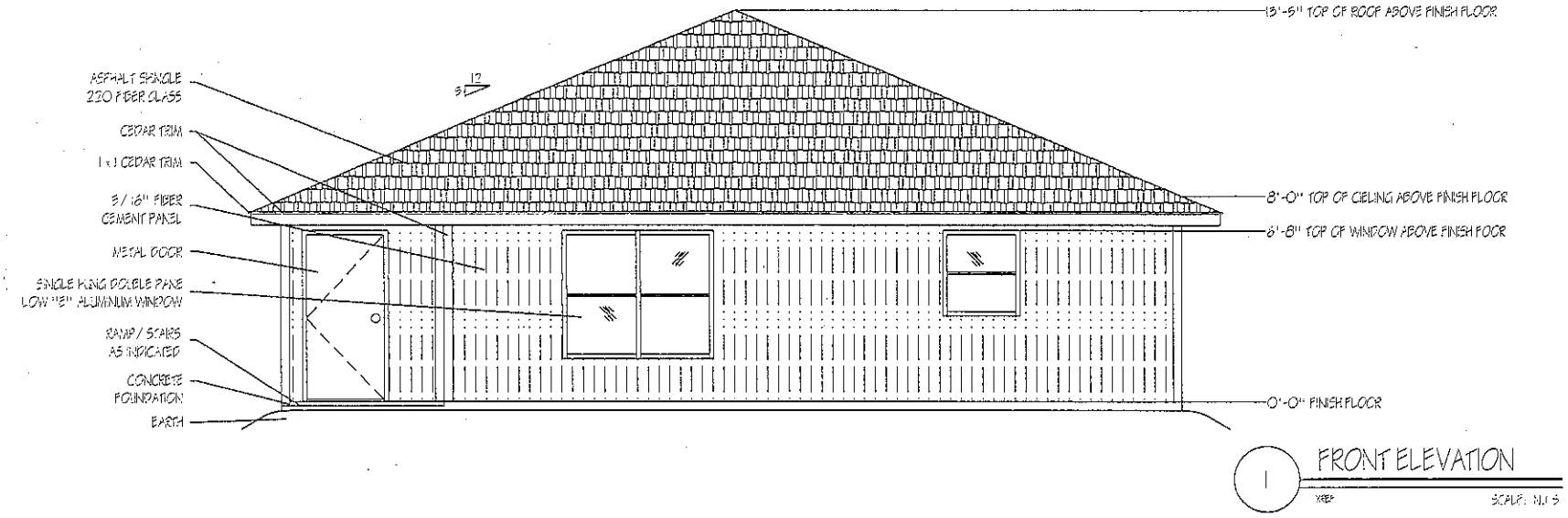
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GERARDO & YANET DEMINO

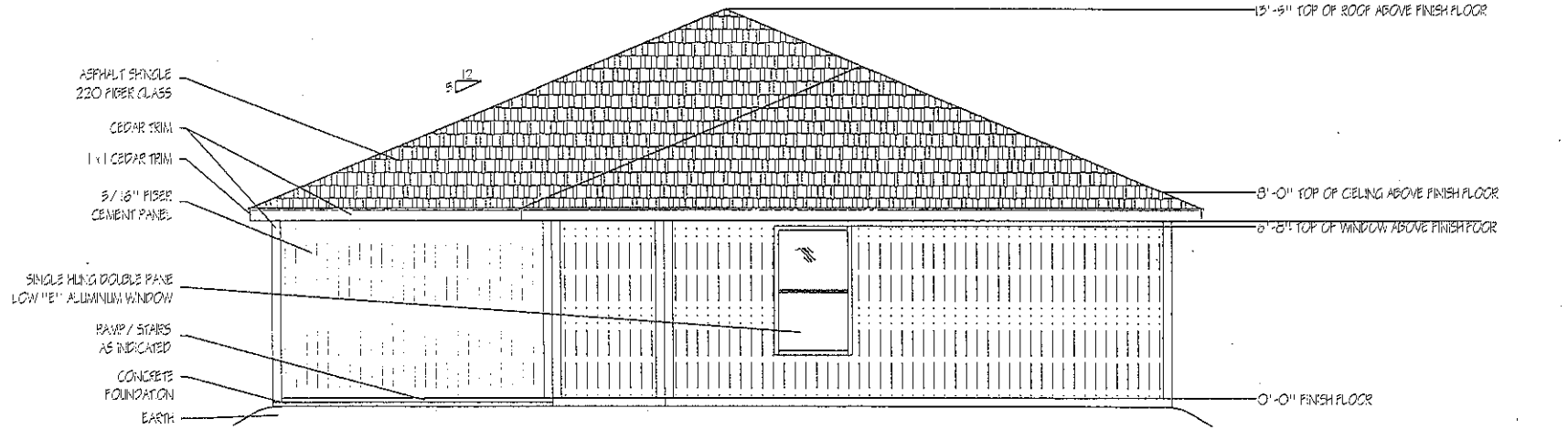
13404 LA PALOMA DR. EDINBURG, TX

4 OF 7



1 FRONT ELEVATION

REF SCALE: N.T.S



2 REAR ELEVATION

REF SCALE: N.T.S.

URBAN COUNTY PROGRAM

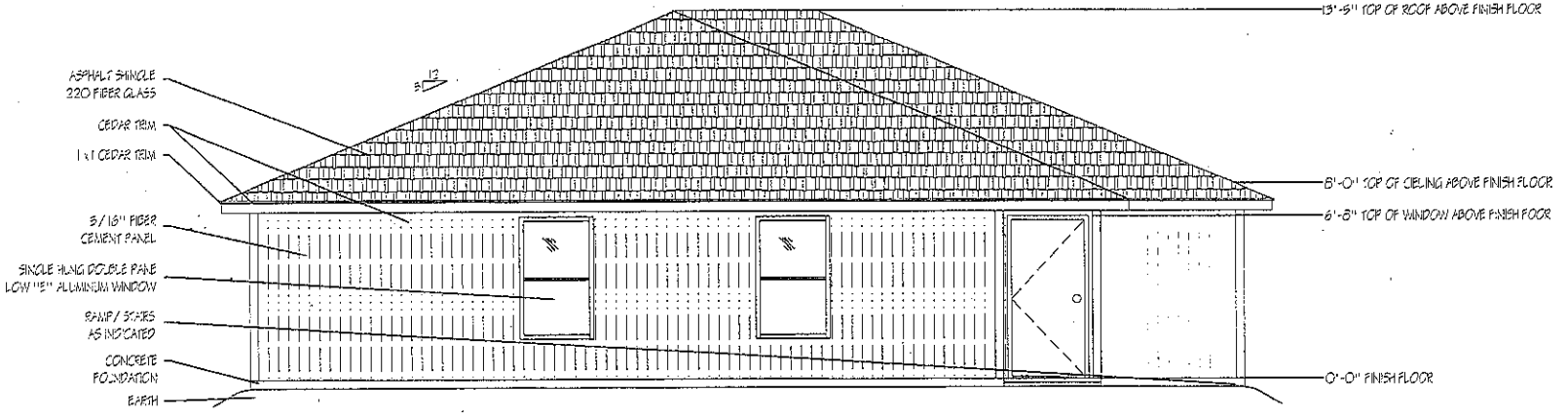
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GERARDO & YANET TREVINO

15404 LA PALOMA DR. EDINBURG, TX

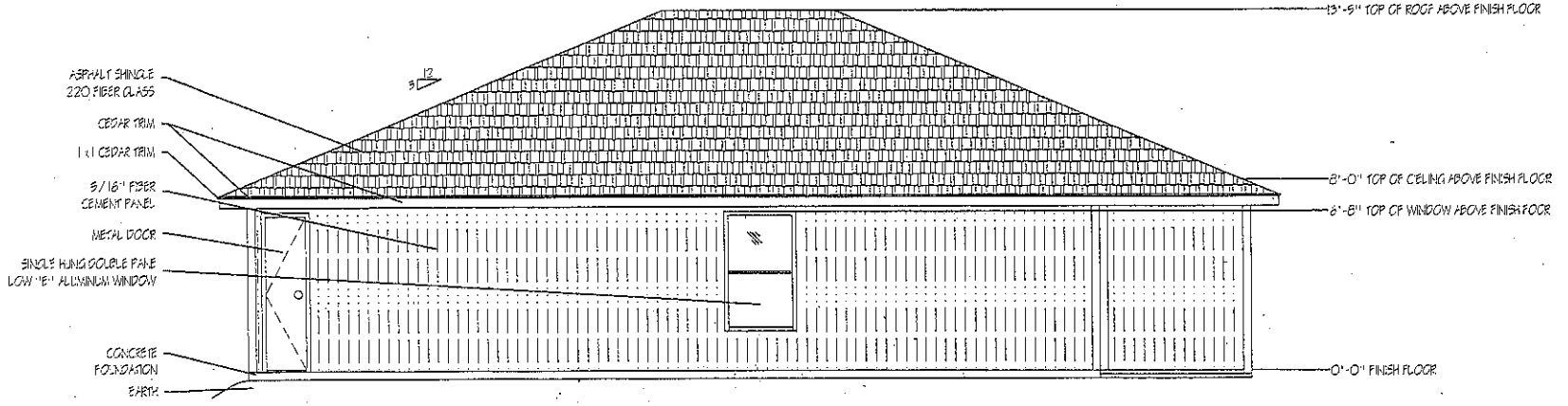
TOTAL AREA
1322 SQ. FT.

5 OF 7



1 FRONT ELEVATION

SCALE: N.T.S.



2 REAR ELEVATION

SCALE: N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA 1522 SQ. FT.

GERARDO & YANET REVINO

13404 LA PALOMA DR. EDINBURG, TX

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Gerardo & Yanet Trevino CASE NO.: CW 85-14-07 DATE: 3-11-15 ADDRESS: 13404 La Paloma Dr Edinburg, TX PHONE: 956-292-6021 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" BOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT. CONCRETE DRIVE-WAY THAT MEASURES 10'X25', MUST CONNECT TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
- OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
- OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.
- ALL PLUMBING FINISH SHALL BE AS FOLLOWS:
- RELATED PLUMBING ITEMS:
- (2) EXTERIOR HOSE BRASS BIB FAUCETS:
- ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48' O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24' O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - (2) 2X12 WHERE NEEDED.

ALL EXTERIOR CEILING COVERINGS:
3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.
ALL INTERIOR WALL & CEILING COVERINGS.
½" SHEETROCK FINISHED AS PER SPECS.
½ " DAMP RESISTANT SHEETROCK FOR WET AREAS.
ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
A FRONT PORCH FLOOR.
A SIDE/BACK PORCH FLOOR.
PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- A RANGE CABINET.
- A KITCHEN FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOODVENT TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Gerardo

NAME OF APPLICANT

Yanet Trevino

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	April 14, 2015
Demolition	April 23, 2015
Construction Start	April 24, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 23, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$59,400.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$59,400.00

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **April 14, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria Luisa Trevino**

BORROWER'S ADDRESS:

P.O. Box 143
105 12th St.,
La Joya, Texas 78560

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$56,800.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$56,800.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$56,800.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Maria Luisa Trevino

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Raymundo Carrisales**
Its: **A-One Insulation**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Maria Luisa Trevino.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **14th** day of **April 2015**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas,** on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF APRIL 17, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Maria Luisa Trevino

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

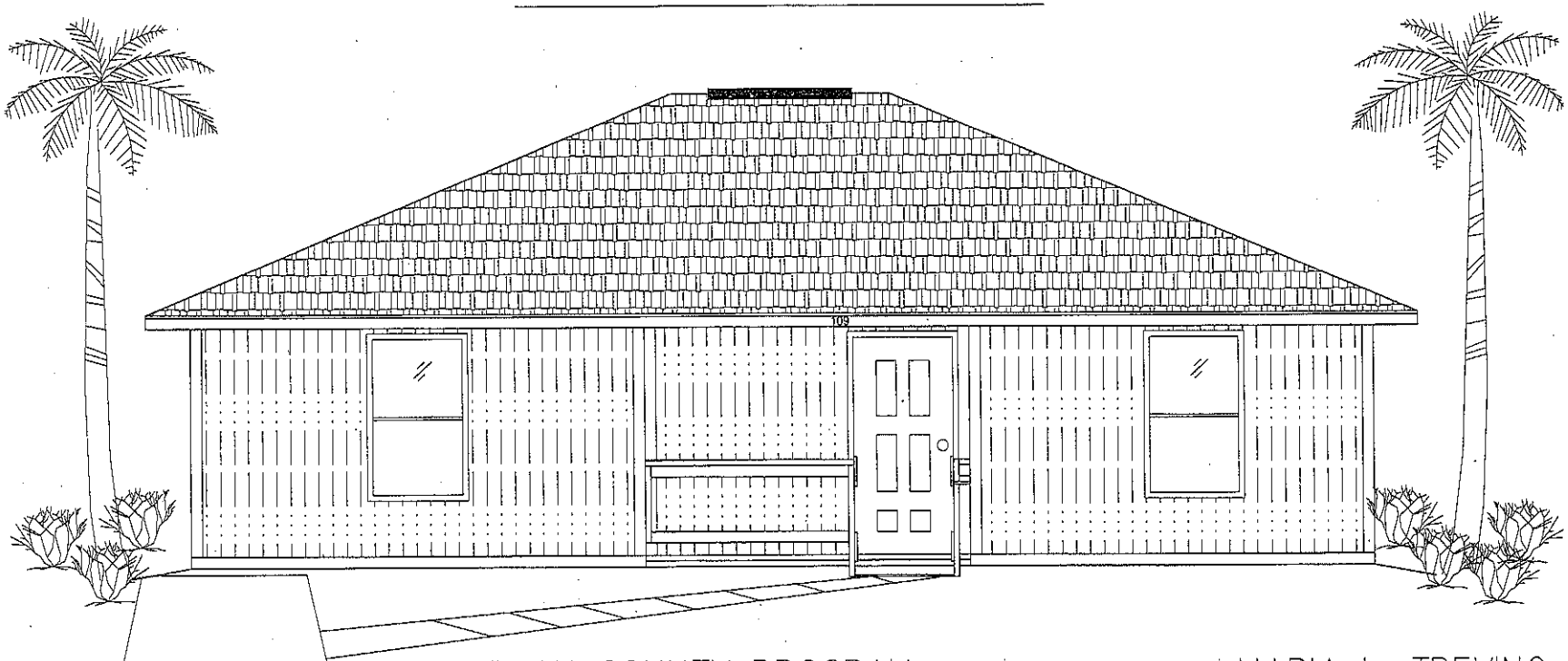
Tract 1: A tract or parcel of land containing 0.14 acres out of a certain 1 acre tract in TRACT 298, LOS EJIDOS DE REYNOSA VIEJO GRANT, Hidalgo County Texas, according to the map or plat thereof recorded in Volume 7, Page 5 Map Records of Hidalgo County Texas. Said tract of land being more particularly described by metes and bounds in General Warranty Gift Deed recorded in office of the County Clerk of Hidalgo County Texas.

SAVE AND EXCEPT:

A parcel of land 45' wide and 115' deep lying immediately North of the above mentioned tract being described a TRACT I in Document No 2559159 , and being the same tract of land described in General Warranty Deed.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

TREVINO RESIDENCE



URBAN COUNTY PROGRAM
427 E. DURANTA AVE. ALAMO
(956) 787-8127

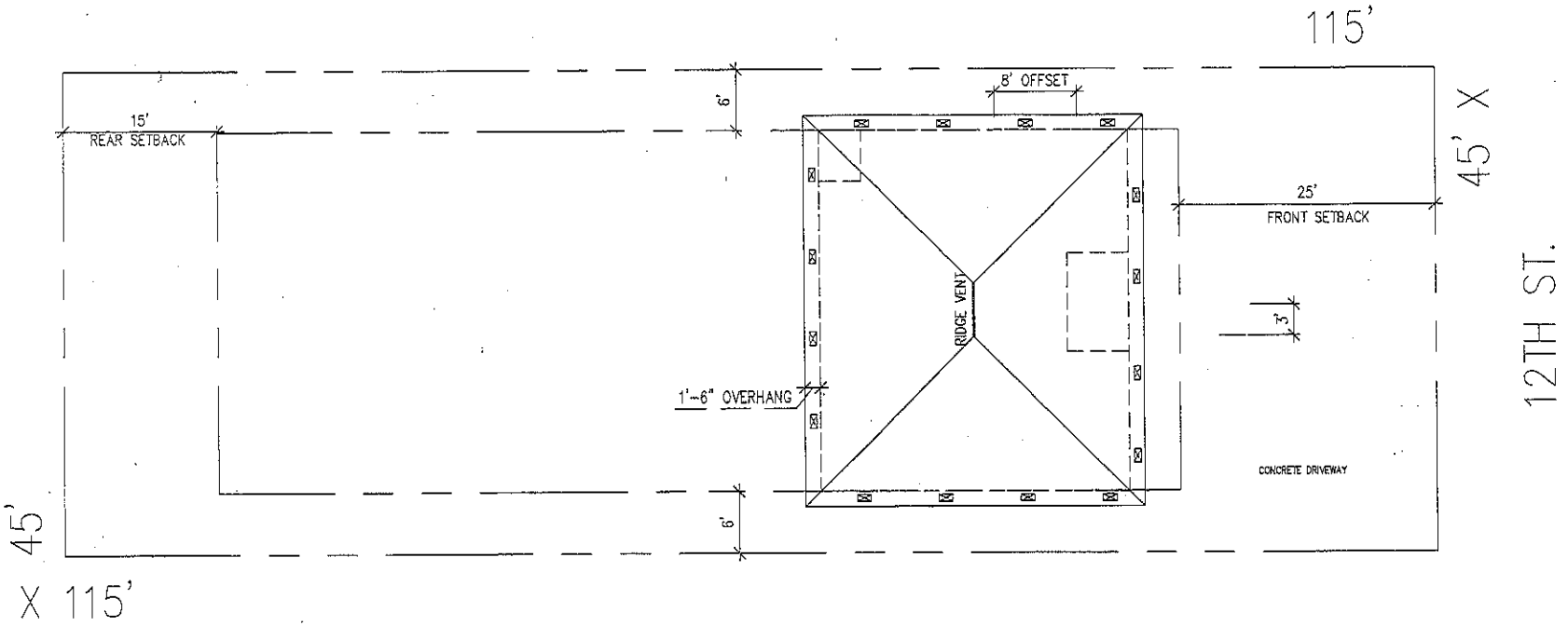
MARIA L. TREVINO
105 12TH ST. LA JOYA
(956) 352-5895

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA L. TREVINO
105 12TH ST. LA JOYA, TX

LIVING AREA
957 SQ. FT.

TRACT OF LAND CONTAINING 0.14 AC.
TRACT 298, LOS EJIDOS DE REYNOSA VIEJOS GRANT



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

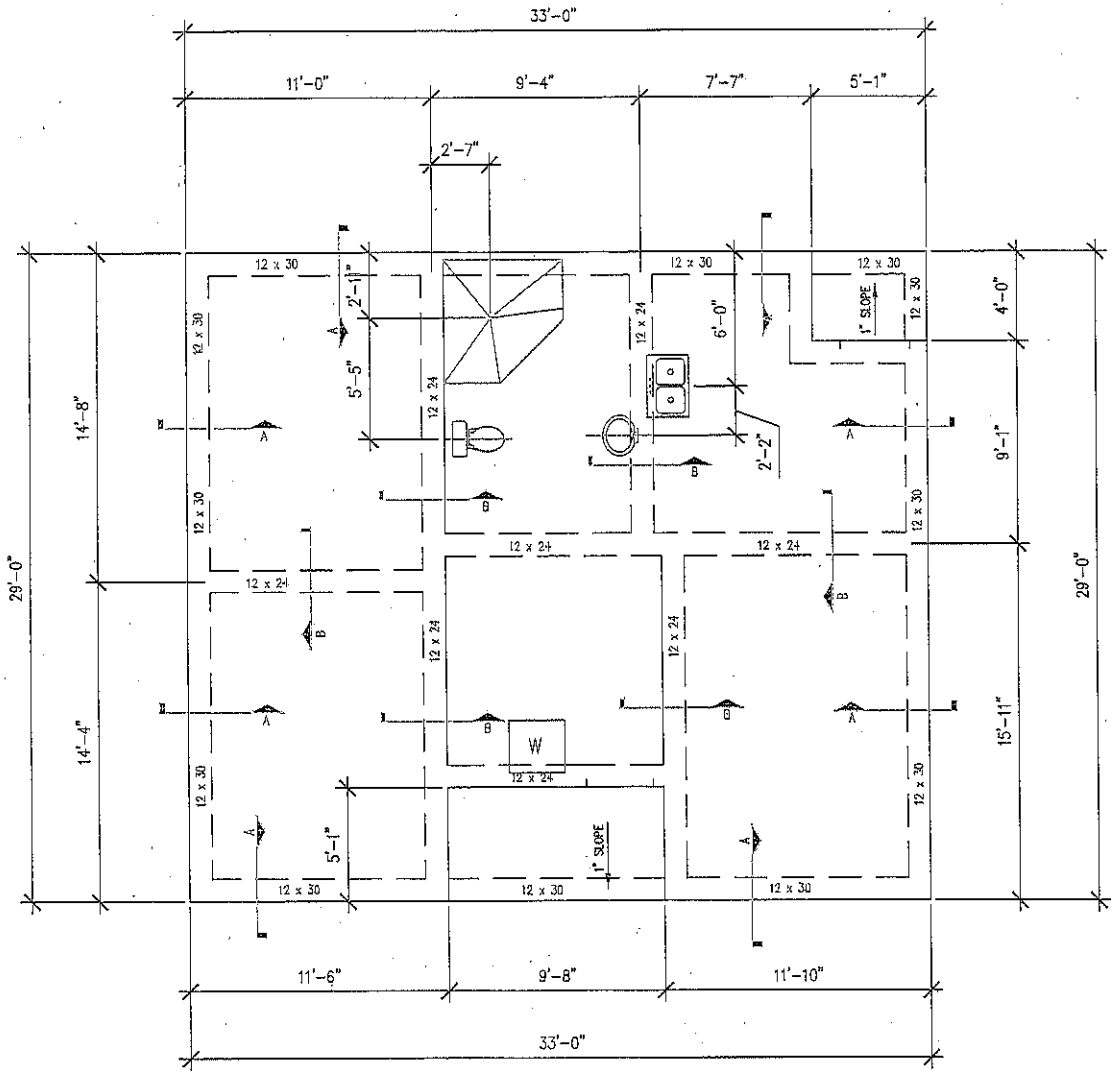
1 ROOF/ PLOT PLAN

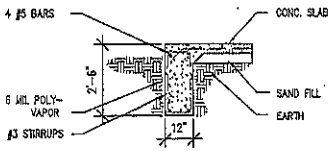
XREF SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
957 SQ. FT.

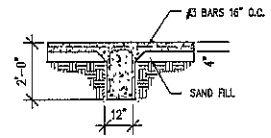
MARIA L. TREVINO
109 12TH ST. LA JOYA, TX





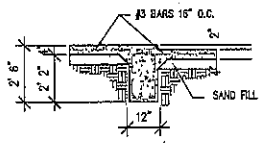
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

XREF

SCALE: NTS

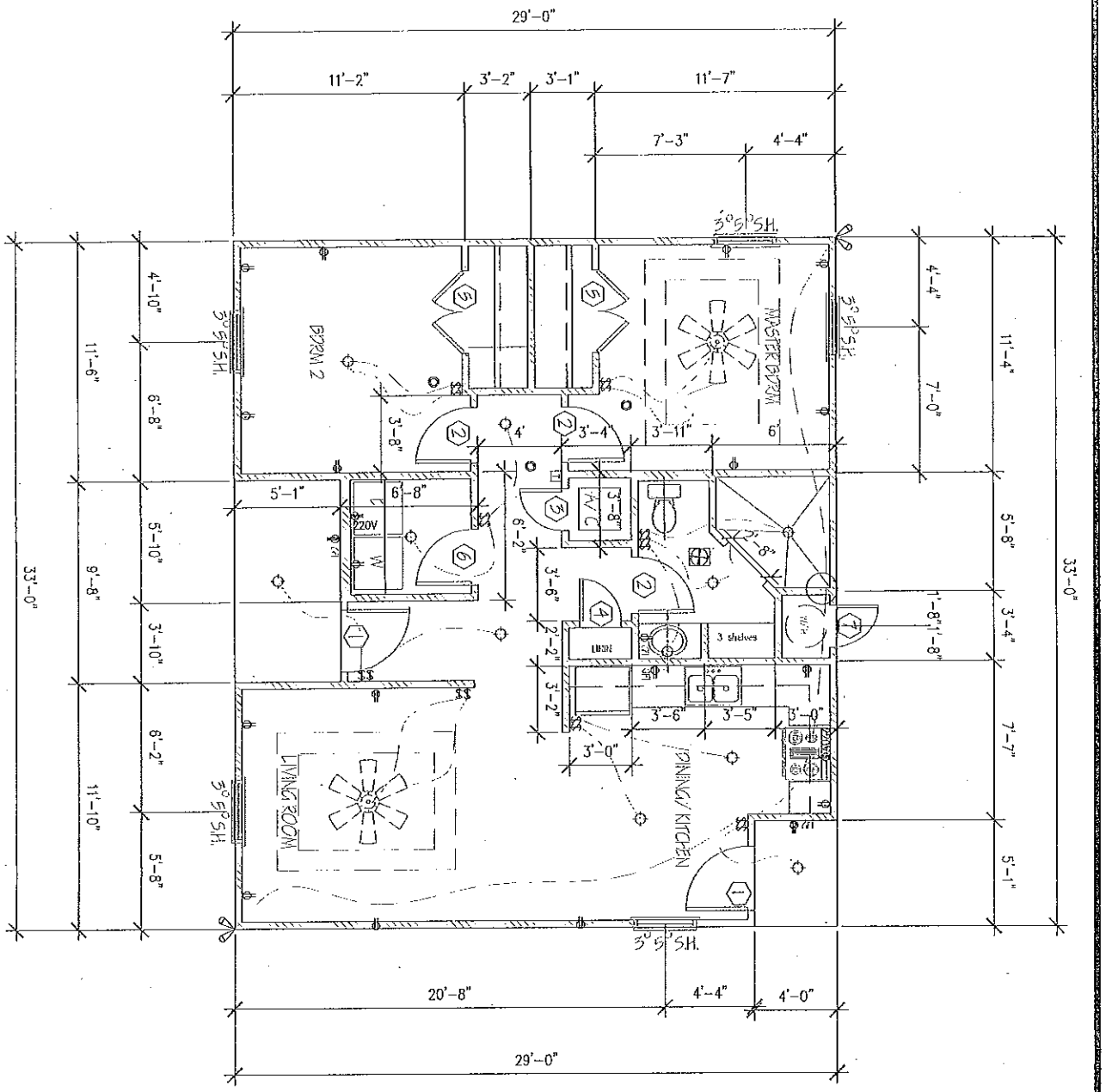
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
957 SQ. FT.

MARIA L. TREVINO
109 12TH ST. LA JOYA, TX

3 OF 8



SQUARE FOOTAGE

LIVING AREA	895
PORCH/ PATIO	62
TOTAL SQ. FT.	957

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		MOTION SENSOR SECURITY LED LIGHT

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0"x6'8"	METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	2'8"x6'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0"x4'0"	HOLLOW CORE	PASSAGE FOR A/C CLOSET
4	INSTALL NEW UNIT	2'0"x6'8"	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2)2'0"X2'0"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'8"x6'8"	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2'0"x6'8"	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A ELECTRIC STOVE. PROVIDE W/ OUTLET
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SHERWIN WILLIAMS SW 6117 TOTALLY TAN
INTERIOR COLOR CHOICES TO BE OR MATCH:
WHITE SW 6004 HOPSACK SW 6209

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 9TH DAY OF MARCH 2015

1 FLOOR PLAN

XREF

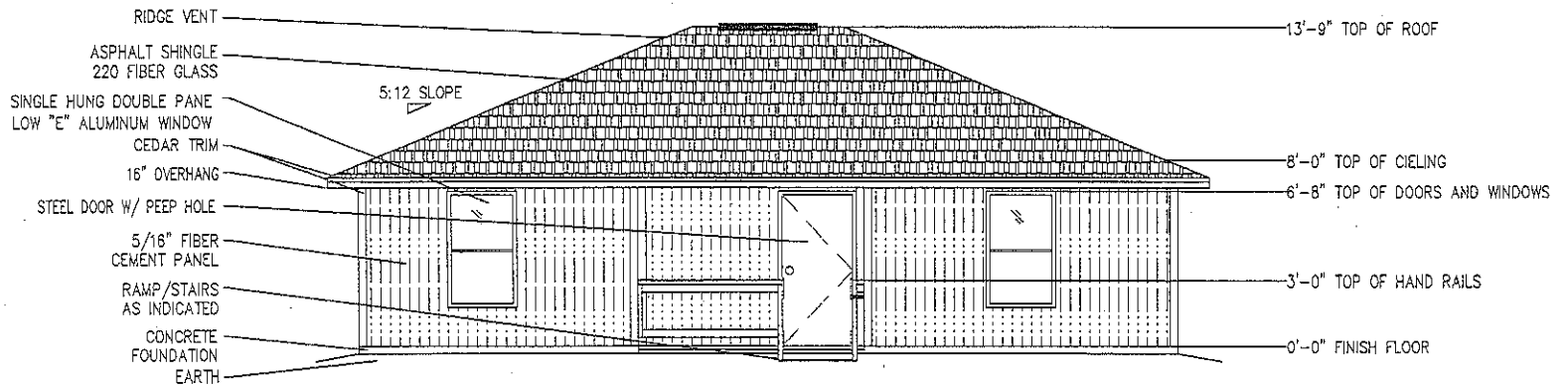
SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

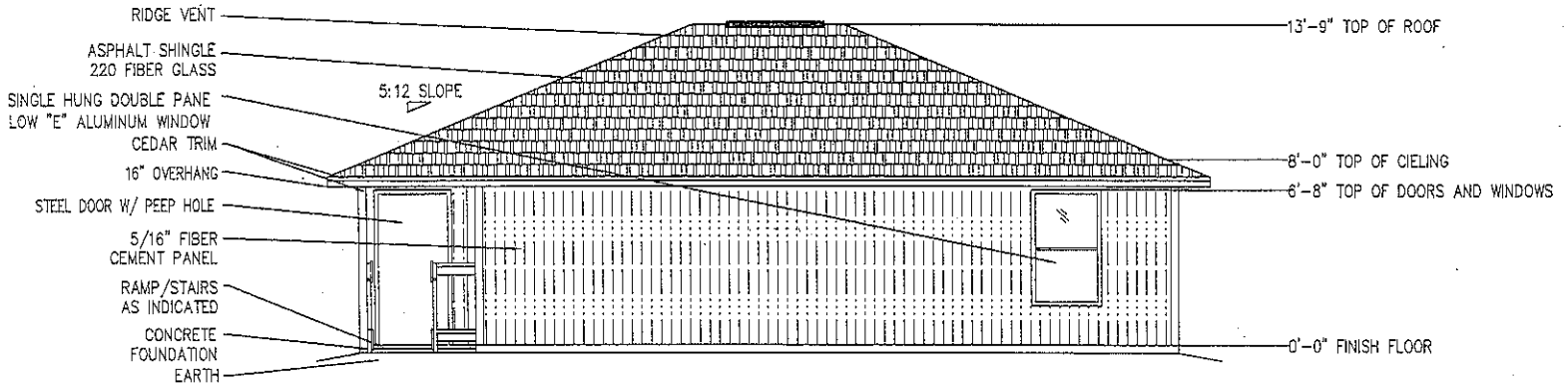
MARIA L. TREVINO
105 12TH ST. LA JOYA, TX

LIVING AREA
957 SQ. FT.



1 FRONT ELEVATION PLAN

XREF SCALE: NTS



2 REAR ELEVATION PLAN

XREF SCALE: NTS

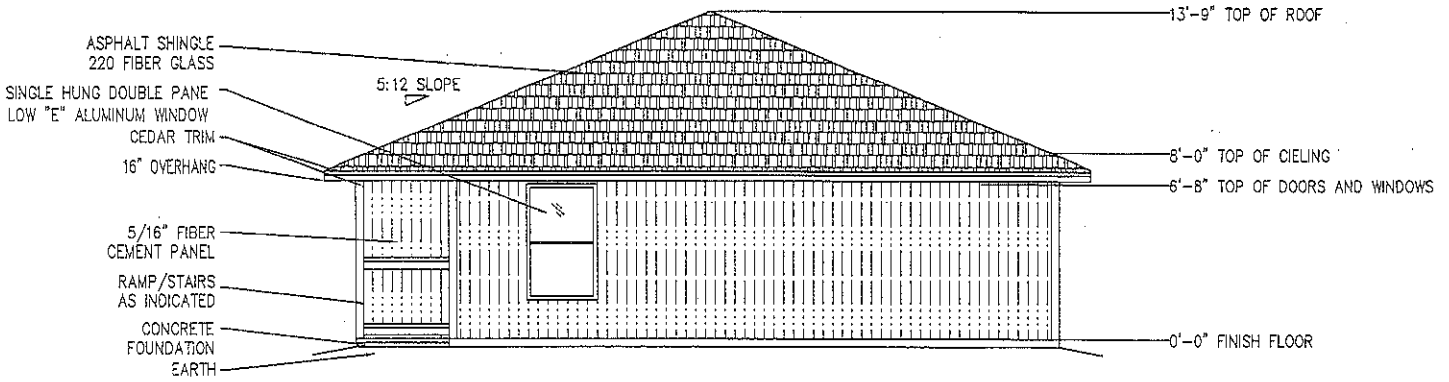
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
957 SQ. FT.

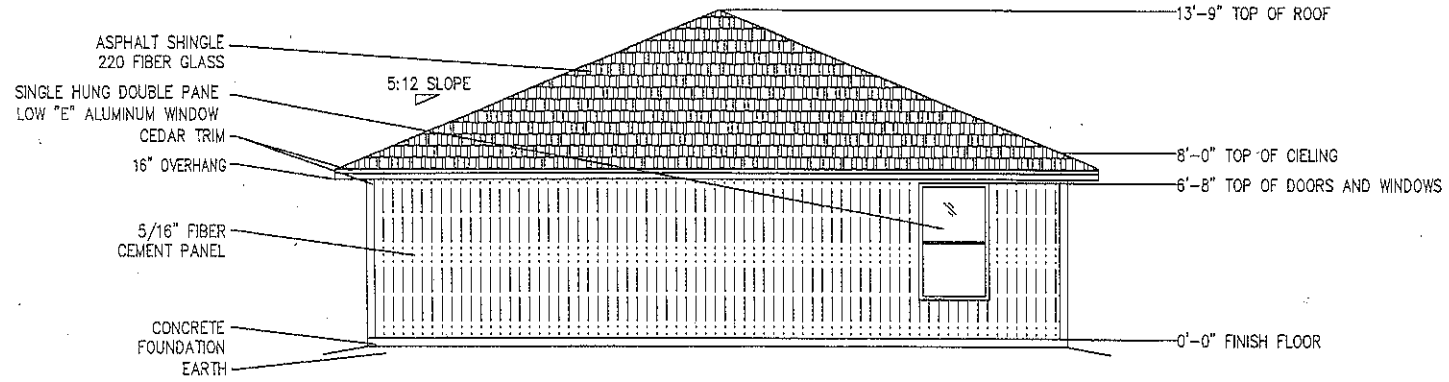
MARIA L. TREVINO
109 12TH ST. LA JOYA, TX

5 OF 7



1 LELT ELEVATION PLAN

XREF SCALE: NTS



2 RIGHT ELEVATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
957 SQ. FT.

MARIA L. TREVINO
109 12TH ST. LA JOYA, TX

6 OF 7

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Maria L. Trevino CASE NO.: LJ # 40-14-01 DATE: 3/9/2015 ADDRESS: 105 12th St. La Joya, TX PHONE: 956-352-5895 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" BOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT. CONCRETE DRIVE-WAY THAT MEASURES 10'X25', MUST CONNECT TO. STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1' MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48' O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24' O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - (2) 2X12 WHERE NEEDED.

ALL EXTERIOR CEILING COVERINGS:
3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.
ALL INTERIOR WALL & CEILING COVERINGS.
½" SHEETROCK FINISHED AS PER SPECS.
½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.
ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
A FRONT PORCH FLOOR.
A SIDE/BACK PORCH FLOOR.
PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- A RANGE CABINET.
- A KTCHEN FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE 'HUNTER' BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOODVENT TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY, CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final Inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria L Trevino

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	April 14, 2015
Demolition	April 23, 2015
Construction Start	April 24, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 23, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$56,800.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$56,800.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-49226 **Elections Administration** **17. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Ratification of Approval of Lease Contract for Election Services between Hidalgo County and the City of McAllen for their election to be held on April 4, 2015.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-8-2015, the City of McAllen does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

McAllen Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 01:37 PM
Glinda Pacheco	Glinda Pacheco	04/08/2015 04:48 PM
Auditor's Office	Veronica Ortiz	04/10/2015 04:12 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 04:21 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/08/2015 12:17 PM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MCALLEN**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **April 4, 2015**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **April 4, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting and Election Day polling location with the Voter Registration Database (does not include Runoff Early Voting and Runoff Election Day, if applicable). To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer.

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting and Election Day:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Runoff Early Voting and Runoff Election Day by Entity (if applicable);

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Annette Villarreal
City Secretary
City of McAllen
PO Box 220
McAllen, TX 78505-0220

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF MCALLEN
ENTITY

BY: _____

PRINT: JAMES E. DARLING
TITLE: MAYOR

ATTEST

BY: _____

PRINT: Annette Villarreal

TITLE: City Secretary

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Special Election Commissioner District 1	DATE: April 4, 2015		
6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contests/ Office)	**$10.00**	1	$10.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidates/ Answer)	**$10.00**	4	$40.00
F	Election Media per Polling Location(s)	**$100.00**	4	$400.00
G	iVotronic Voting Machine(s)	**$150.00**	7	$1,050.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	4	$600.00
H	Delivery/Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	**$17.50**	1	$17.50
			Total iVotronic Programming Charges	**$3,117.50**

6.02	**Early Voting & Election Day Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
	Voter Registration Database (per day)	**$100.00**	12	$1,200.00
	Laptop Rental	**$150.00**	3	$450.00
	Brother Printer Rental (per day)	**$4.35**	12	$52.20
	Printer Labels (11,123 per vote)	**$0.03**	22,246	$667.38
	Username/Password - Per Polling Location	**$20.00**	4	$80.00
			Total Electronic Poll Book Charges	**$2,449.58**

6.03	**Election Day Poll Book**	**Price**	**Quantity**	**Total**
	PDF CD File	**$17.50**		$0.00
			Total Poll Book Charges	**$0.00**

6.04	**Training**	**Price**	**Quantity**	**Total**
	iVotronic and Votesafe scheduled training	**$0.00**	1	$0.00
			Total Training Charges	**$0.00**

6.05		
	Subtotal	**$5,567.08**
	Administrative Fees (10%)	**$556.71**
	ESTIMATE GRAND TOTAL	**$6,123.79**

AI-49167 **Elections Administration** **17. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on May 9, 2015.

BACKGROUND

One (1) original of Contract for Lease Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 4-1-2015, the City of Edcouch owes the Hidalgo County Elections Department a balance of $8,450.97 for their November 4, 2014 General & Special election.

Attachments

Edcouch Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/02/2015 09:26 AM
Manuel Chapa	Manuel Chapa	04/02/2015 04:05 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/01/2015 04:54 PM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF EDCOUCH**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Election Day by Entity;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Noe H. Cavazos
City Manager
City of Edcouch
PO Box 100
Edcouch, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF EDCOUCH
ENTITY

BY: _____

PRINT: NOE H. CAVAZOS

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Pete De La Cruz

TITLE: Finance + Grants Admin.

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edcouch Special Election Proposition	DATE: May 9, 2015

	Programming Services for iVotronic	Price	Quantity	Total
6.01				
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidates/ Answer)	$10.00	2	$20.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	4	$600.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	$550.00	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$2,147.50

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02				
	Voter Registration Database (per day)	$100.00	8	$800.00
	Laptop Rental	$150.00	1	$150.00
	Brother Printer Rental (per day)	$4.35	8	$34.80
	Printer Labels (2,559 per vote)	$0.03	5,118	$153.54
	Username/Password - Per Polling Location	$20.00	1	$20.00
			Total Electronic Poll Book Charges	$1,158.34

	Election Day Poll Book	Price	Quantity	Total
6.03				
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

	Training	Price	Quantity	Total
6.04				
	iVotronic and Votesafe scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

6.05	Subtotal	$3,323.34
	Administrative Fees (10%)	$332.33
	ESTIMATE GRAND TOTAL	$3,655.67

AI-49166 **Elections Administration** **17. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Alton for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Lease Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 4-1-2015, the City of Alton does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Alton Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 04:41 PM
Manuel Chapa	Manuel Chapa	04/02/2015 04:05 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/01/2015 04:16 PM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF ALTON**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Prepare and provide Direct Recording Electronic device training for election workers

(E) Procure, provide, prepare and code Electronic Poll Book(s) per Early Voting polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance and delivery fee as well as supplies such as but not limited to labels and printer

(F) Provide information for election officers;

(G) Review the eligibility of each provisional voter within 7 days of receiving voted provisional ballots from the ENTITY;

(H) COUNTY will keep provisional ballots for up to 6 days after Election Day to allow for a provisional voter to "cure" their ballot for lack of proper identification as allowed by Texas Election Code Section 65.0541 and in compliance with procedures established by the Texas Secretary of State.

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(B) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after the final day of Early Voting.

(C) Deliver in person all voted provisional ballots to the COUNTY for the purpose of the Voter Registrar to review a provisional voter's eligibility no later than the following business day after Election Day.

(D) ENTITY will notify COUNTY prior to scheduling their canvassing so as to allow all deadlines to be met per the requirements of Texas Election Code Section(s) 86.07 and 65.0451, and to allow for the ballot board to convene its final meeting.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records as per Texas Election Code Section 31.096.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $0.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Election Day by Entity;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at no cost to the ENTITY;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of

receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Baudelia Rojas
City Secretary
City of Alton
509 S. Alton Blvd.
Alton, TX 78573

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF ALTON
ENTITY

BY: _____

PRINT: JORGE ARCAUTE

TITLE: CITY MANAGER

ATTEST

BY: Baudelia Rojas

PRINT: Baudelia Rojas

TITLE: City Secretary

2015 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Alton-Mayor & Commissioner Pl. 1	DATE: May 9, 2015

6.01	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contests/ Office)	**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidates/ Answer)	**$10.00**	8	$80.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	4	$600.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	**$17.50**	1	$17.50
			Total iVotronic Programming Charges	$2,217.50

6.02	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (per day)	**$100.00**	8	$800.00
	Laptop Rental	**$150.00**	1	$150.00
	Brother Printer Rental (per day)	**$4.35**	8	$34.80
	Printer Labels (4,319 per vote)	**$0.03**	8,638	$259.14
	Username/Password - Per Polling Location	**$20.00**	1	$20.00
			Total Electronic Poll Book Charges	$1,263.94

6.03	Election Day Poll Book	Price	Quantity	Total
	PDF CD File	**$17.50**	1	$17.50
			Total Poll Book Charges	$17.50

6.04	Training	Price	Quantity	Total
	iVotronic and Votesafe scheduled training	**$0.00**	1	$0.00
			Total Training Charges	$0.00

6.05		
	Subtotal	$3,498.94
	Administrative Fees (10%)	$349.89
	ESTIMATE GRAND TOTAL	$3,848.83

AI-49170 **Elections Administration** **17. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Penitas for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-2-2015, the City of Penitas does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Penitas Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/02/2015 11:24 AM
Obdett Calzada	Obdett Calzada	04/08/2015 09:42 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/02/2015 11:09 AM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PENITAS**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is

of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ana Valdez
City Secretary
City of Penitas
PO Box 204
Penitas, TX 78576

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior

understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY:_____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF PENITAS
ENTITY

BY:_____

PRINT: OSCAR CUELLAR, JR.

TITLE: CITY MANAGER

THE CITY OF PENITAS TEXAS FOUNDED 1928

ATTEST:

BY: Ana M. Valdez

PRINT: Ana M. Valdez

TITLE: City Secretary

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Penitas
Mayor & Commissioner's Place 2, 3 & 4

DATE: May 9, 2015

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	12	$120.00
F	Election Media per Polling Location(s)		**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)		**$150.00**	6	$900.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Coding Charges	**$2,550.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)		**$150.00**	1	$150.00
C	Printer Labels (2,038 per vote)		**$0.03**	4076	$122.28
D	Username/Password - Per Polling Location		**$20.00**	2	$40.00
				Total Electronic Poll Book Charges	**$1,212.28**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	45	$24.75
	Election Day Combination Forms		**$0.55**	45	$24.75
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	1	$35.00
	Polling Location Map(s)		**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	300	$60.00
				Total Supplies Charges	**$213.50**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)		**$0.61**	500	$305.00
	Correspondence Postage		**$0.49**	1	0.49
				Total Mail & Ballot Service Charges	**$1,655.49**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$4,583.80**		$4,583.80
	Payroll for Election Day Employees		**$811.00**		$811.00
				Total Payroll Charges	**$5,394.80**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	4	348	$28.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	4	60	$4.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$35.41**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	1	$45.00
				Total Cell Phone Charges	**$45.00**
6.12				**Subtotal**	**$13,156.48**
				Administrative Fees (10%)	**$1,315.65**
				ESTIMATED GRAND TOTAL	**$14,472.13**

AI-49172 **Elections Administration** **17. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Sharyland Independent School District for their election to be held on May 9, 2015.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-2-2015, Sharyland ISD ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Sharyland Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/02/2015 11:25 AM
Glinda Pacheco	Glinda Pacheco	04/06/2015 04:05 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/02/2015 11:19 AM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Filomena Leo
Interim Superintendent of Schools
Sharyland ISD
1106 North Shary Road
Mission, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 25th day of March, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

SHARYLAND ISD
ENTITY

BY: _____

PRINT: DR. NOEL GARZA

TITLE: SCHOOL BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Dr. Noel Oliveira

TITLE: Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Sharyland ISD Place 3 & 4 — **DATE: May 9, 2015**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		$150.00	1	$150.00
A	Additional Ballot Style(s)		$25.00	0	$0.00
A	Request Change on Coding Ballot		$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish		$300.00	1	$300.00
C	Audio Files (Per Contest/Office)		$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)		$10.00	8	$80.00
F	Election Media per Polling Location(s)		$100.00	3	$300.00
G	iVotronic Voting Machine(s)		$150.00	6	$900.00
G	ADA iVotronic Voting Machine(s)		$150.00	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)		$550.00	1	$550.00
				Total iVotronic Coding Charges	**$2,750.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)		$150.00	2	$300.00
C	Printer Labels (17,208 per vote)		$0.03	34,416	$1,032.48
D	Username/Password - Per Polling Location		$20.00	3	$60.00
				Total Electronic Poll Book Charges	**$2,292.48**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		$0.55	360	$198.00
	Election Day Combination Forms		$0.55	360	$198.00
	Election Judge Kit for Early Voting		$35.00	1	$35.00
	Election Judge Kit for Election Day		$35.00	2	$70.00
	Polling Location Map(s)		$17.00	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	200	$40.00
				Total Supplies Charges	**$592.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		$0.25	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	900	$360.00
	Mail-in-Ballots Kit(s) per request		$2.00	400	$800.00
	Postage Mail-in-Ballots (per request)		$0.61	400	$244.00
	Correspondence Postage		$0.49	2	0.98
				Total Mail & Ballot Service Charges	**$1,504.98**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		$1,800.00	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		$3,705.10		$3,705.10
	Payroll for Election Day Employees		$1,319.00		$1,319.00
				Total Payroll Charges	**$5,024.10**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		$250.00	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
	Additional Canvass Reports		TBD	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	6	90	$10.91
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$30.25**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		$45.00	2	$90.00
				Total Cell Phone Charges	**$90.00**
6.12				**Subtotal**	**$14,333.81**
				Administrative Fees (10%)	**$1,433.38**
				ESTIMATED GRAND TOTAL	**$15,767.19**

AI-49171 **Elections Administration** **17. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of La Villa for their election to be held on May 9, 2015.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-2-2015, the City of La Villa does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

La Villa Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/02/2015 11:25 AM
Glinda Pacheco	Glinda Pacheco	04/06/2015 04:08 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Amanda Valdez		Started On: 04/02/2015 11:14 AM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF LA VILLA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 9, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 9, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 9, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Lupita Suarez
City Secretary
City of La Villa
P.O. Box 60
La Villa, TX 78562

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF LA VILLA
ENTITY

BY: Hector Elizondo

PRINT: ~~HECTOR ELIZONDO~~

TITLE: MAYOR

ATTEST

BY: Lupita Suarez

PRINT: Lupita Suarez

TITLE: City Secretary

ELECTIONS ADMINISTRATOR

BY: Yvonne Ramon
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of La Villa
Alderman Place 1, 2 & 3

DATE: May 9, 2015

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	4	$600.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
		Total iVotronic Coding Charges		$2,250.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	1	$150.00
C	Printer Labels (1,250 per vote)	$0.03	2500	$75.00
D	Username/Password - Per Polling Location	$20.00	2	$40.00
		Total Electronic Poll Book Charges		$1,165.00

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	30	$16.50
	Election Day Combination Forms	$0.55	30	$16.50
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	150	$30.00
		Total Supplies Charges		$167.00

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	250	$100.00
	Mail-in-Ballots Kit(s) per request	$2.00	150	$300.00
	Postage Mail-in-Ballots (per request)	$0.61	150	$91.50
	Correspondence Postage	$0.49	1	0.49
		Total Mail & Ballot Service Charges		$566.99

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
		Total Advertisement/Notice Charges		$1,800.00

	Polling Location Rental Fees	Price	Quantity	Total
6.06			0	$0.00
		Total Polling Location Rental Charges		$0.00

	Payroll for Training and Election Poll Workers	Price	Total
6.07	Payroll for Early Voting Employees	$2,826.40	$2,826.40
	Payroll for Election Day Employees	$659.50	$659.50
		Total Payroll Charges	$3,485.90

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$250.00	1	$250.00
		Total Ballot Board Charges		$250.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
		Total Canvass Report Charges		$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	2	174	$7.03
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges		$12.20

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
		Total Cell Phone Charges		$45.00

6.12	Subtotal	$9,742.09
	Administrative Fees (10%)	$974.21
	ESTIMATED GRAND TOTAL	$10,716.30

AI-49197 **Texas Agri-Life Extension Serv.** **18. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Andrea Valdez, TX. AGRILIFE EXT. SERVICES

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Andrea Valdez, County Extension Agent-FCS/County Coordinator presenting 2014 Making A Difference Annual Report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Making A Difference

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 09:45 AM
Obdett Calzada	Obdett Calzada	04/07/2015 04:39 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Nora Linda Cruz Started On: 04/07/2015 09:31 AM

Final Approval Date: 04/10/2015

TEXAS A&M AGRILIFE EXTENSION

PRAIRIE VIEW A&M UNIVERSITY
COLLEGE OF AGRICULTURE AND HUMAN SCIENCES
Cooperative Extension Program



Extension Education in Hidalgo County

Making a Difference

2014

Educational programs of Texas A&M University System members are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, or veteran status. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

The Texas A&M AgriLife Extension Service and its partners have long been dedicated to educating Texans. Extension education evolved nationwide under the 1914 federal Smith-Lever Act, which sought to extend university knowledge and agricultural research findings directly to the people. Ever since, Extension programs have addressed the emerging issues of the day, reaching diverse rural and urban populations.

In Texas, all 254 counties are served by a well-organized network of professional Extension educators and some 100,000 trained volunteers. Extension expertise and educational outreach pertain to the food and fiber industry, natural resources, family and consumer sciences, nutrition and health, and community economic development. Among those served are hundreds of thousands of young people who benefit annually from Extension's 4-H and youth development programs.

EXTENDING KNOWLEDGE
Providing Solutions

Texans turn to Extension education for solutions. Extension agents and specialists respond not only with answers, but also with resources and services that result in significant returns on the public's investment. Extension programs are custom-designed for each region of the state, with residents providing input and help with program delivery. Here are just a few highlights of Extension impacts on this county and its people.

Hidalgo County – Summary of 2014 Educational Contacts

Educational Programs Conducted via Group Methods: 1,361
Total Contact Hours at Educational Programs Conducted via Group Methods: 99,459.75
Total Number of Participants in Group Methods: 163,827
Total Number of Youth Participants in Group Methods: 29,831
4-H Clubs: 24
4-H members: 643
4-H Adult Leaders: 70
Youth Curriculum Enrichment Participants: 35,205
Youth Special Interest Participants: 30,503
Master Volunteers: 48
Extension Education Club Members: 40
Leadership Advisory Board Members: 17
Committee Members: 54
Office Contacts: 3,504
Site Contacts: 11,499
Phone Calls: 6,357
Mail/E-Mail Contacts: 24,278
Web Contacts: 9,130
Web Page Views: 25,954

Earth Kind Environmental Stewardship Program

Hidalgo County – 2014

Developed by Barbara Storz, Hidalgo County Extension Agent – Horticulture

Relevance

Landscape water conservation is critical to Texas and Hidalgo County. Irrigation of landscapes accounts for 60% of water use during Texas summers. Improper use of fertilizers and pesticides result in poor water quality and affect the long term community health. Reduction of landscape water use and protecting water quality is critical to the long term sustainability and growth of South Texas.

Response

27 Educational programs reaching 758 adults were planned with the horticultural committee and conducted by the horticulture agent, Extension Specialists, Master Gardener volunteers and community volunteers and directed toward Earth Kind practices in 2014. These programs were:

*Collecting rainwater (April, October, December)
*Using native plants, including grasses, in the landscape (January, March, April, October)
*Using compost and mulch (March, April, October, December)
*Water efficient irrigation and drought strategies in the landscape (April, May, September)
*Earth kind practices, including building soils for plant health (March, October)
*Using organic insect and weed controls (February, March)
*Annual tour of homes – low water use landscapes (May)
*Herb gardening (August, September)
*Gardening for wildlife (January, April)
*A Train the Trainer workshop on identifying and reporting invasive plant and insect species was conducted, in Weslaco, for volunteers and city and state park's staffs from Hidalgo and Cameron Counties, in partnership with the Ladybird Johnston Wildflower Center (September)
*4 educational tours for Master Gardener volunteers to public gardens in Corpus Christi and Victoria and to 2 native plant nurseries were also held (April, May, June, and September)

An article series of 12 articles on Earth Kind practices to conserve water was published in the Monitor newspaper with a total distribution of 180,000 people for each of the 12 articles. Programs were promoted through a weekly newsletter (distribution 1,200), weekly newspaper column, and through a weekly radio program, along with fliers placed at local retail nurseries and at the farmers market.

A grant and donations ($7,500) allowed Master Gardeners to install a Sensory Garden and to conduct Rainwater Barrel Workshops at the South Texas Educational Garden in San Juan, Texas. Additionally, 4 Master Gardeners completed advanced "Master Gardener Specialist" trainings, in College Station and San Antonio, and renovated the compost demonstration site in the Educational Garden.

Results

Program evaluations showed that 97% of respondents were completely or mostly satisfied with the program they attended; 85% of respondents intend to adopt recommended practices, 74% anticipate benefiting economically as a direct result of what they learned from the program; and 98% would recommend these educational programs to others.

Future Plans

Master Gardeners are designing a Wildflower Meadow Garden at the demonstration garden, along with a sensory garden, and will continue to offer workshops on composting and rainwater harvesting, along with their Gardening in South Texas series in the winter and their Fall Gardening Festival in October and increase tours of the South Texas Educational Garden.

VALUE

Earth-Kind® Landscaping



The Earth-Kind® program teaches participants how to care for gardens and landscapes with environmentally friendly, research-proven techniques. Instructional topics include water conservation, responsible fertilizer application, and non-chemical options for controlling pests. Use of Earth-Kind® practices benefits Texas by saving water and protecting surface and groundwater resources from potential contaminants.

Citrus Greening Disease Response

Hidalgo County- 2014

Developed by Barbara Storz, County Extension Agent – Horticulture and Heidi Arteaga, Citrus Greening Outreach Program Coordinator

Relevance

Citrus Greening Disease was discovered in Texas in 2012 in a commercial grove in San Juan, Texas. Additional pockets of the disease have been discovered across Hidalgo County in both residential and commercial citrus. Heidi Arteaga, Citrus Greening Program Coordinator, conducts outreach education for residential citrus, responds to public inquiry, coordinates campaigns to test residential tissue samples, and coordinates public participation and application of biological treatments against the Asian Citrus Psyllid, the insect carrier of Citrus Greening Disease.

Response

- Telephone and e-mail inquiries – Processed 1,350 requests from residents, providing disease information and insect control methods.
- Home visits – Visited 80 sites in Hidalgo County and collected samples for testing, where appropriate.
- Presentations – Provided 37 educational presentations on Citrus Greening and Vector Control for 1,820 residential citrus owners and Winter Texan Park residents.
- Conducted 3 Train the trainer events for volunteers, including Master Gardener volunteers.
- Biological Control – Identified volunteers with 26 suitable lemon/lime trees for outdoor rearing of Tamarixia radiata, the biological control agent against Asian Citrus Psyllid. Assisted in establishment of field cages, rearing and releasing approximately 261,300 insects in locations in Hidalgo and Cameron Counties.
- Conducted 22 events, at the farmers market, providing biological control insects for area residents, releasing an additional 198,000 beneficial insects in Hidalgo County.
- Developed bilingual educational handouts for residents on citrus greening that were mailed to 160,000 residents in 2014.

Media Events – Provided interviews in Spanish and English for 3 television stations, 3 radio shows, and 4 newspaper/magazine interviews. In addition, set up booths at events, including the Rio Grande Valley Livestock Show, McAllen Home and Garden Show, San Juan Cinco de Mayo Event, Mission Community Agency/Health Fair and Welcome Home Winter Texans with Mission Chamber of Commerce and two events at U.T.-Pan Am.

Results

Biological control has been the preferred method in most Winter Texan Parks and it appears that Asian Citrus Pysllid control has been effective overall. USDA is working to increase production of the beneficial insect that reduces populations of Asian Citrus Psyllid.

Future Plans

Educational presentations will continue, as well as the rearing and distribution of beneficial insects. A bilingual educational mailing is scheduled for 200,000 residents in February 2015. Additional

methods of biological control are being tested and we will work with scientists to establish these methods as they become available.

Junior Master Gardener (JMG) and Youth Programs

Hidalgo County 2014
Developed by Barbara Storz, Hidalgo County Extension Agent – Horticulture and Jennifer Herrera, Cameron County Extension Agent - Horticulture

Relevance

Research shows providing children with vegetable gardening opportunities, coupled with the implementation of the Jr. Master Gardener (JMG) curriculum, improves nutritional knowledge and motivation to eat fruits and vegetables. Vegetable gardening improves math and science scores, increases vocabulary, and improves overall student attendance. As our area is consistently high in childhood obesity rates and Type 2 diabetes and schools suffer high drop-out rates, it is important to the health and welfare of our community to support teachers in developing JMG health and nutrition programs.

Response

A multi-county, multi-discipline workshop to improve the horticultural skills and nutritional knowledge of school educators is provided annually. Additional support is given to classrooms during the school year by Extension Master Gardener volunteers.

The **Edible School Garden Workshop** attracted 74 (24% increase over 2013) educators from Hidalgo, Starr and Cameron County schools for a day-long workshop with outdoor horticultural demonstrations and classroom activities based on the JMG curriculum, ***Health and Nutrition from the Garden***. This workshop was held on May 9, 2013 at the South Texas Master Gardener Educational Garden in North San Juan.

In addition to the train-the-trainer workshop for educators, a two hour JMG workshop was provided for 23 summer program educators for a regional Boys and Girls Clubs of Texas with participants from 9 counties. Summer camps were also conducted by Master Gardener volunteers for 25 youth in N. San Juan and for 45 children at Su Casa Esparanza in Pharr.

Results

Of the 74 school educators, 65 completed evaluations. 98% of respondents were mostly or completely satisfied with the workshop; 93% said they will utilize activities from the workshop in their schools and 98% anticipate utilizing the Health and Nutrition curriculum in their classrooms. Additionally, 94% of teachers will build a vegetable garden at their schools in the coming year and 98% would recommend this activity to other educators.

Collaborations/Partnerships

The Edible School Garden workshop was a partnership with Cameron County horticulturist, Jennifer Herrera, and was supported by the Hidalgo County Master Gardener volunteers.

Future Plans

The Edible School Garden will continue as an annual event and Master Gardener volunteers continue to assist with workshops and teacher support. Plans are in the works to hold the 2015 workshop at a school district elementary school gardens.

Rio Grande Valley Beef Development Program

Hidalgo County 2014

Developed by Brad Cowan, County Extension Agent- Agriculture, Hidalgo County and County Agriculture Extension Agents in Cameron, Willacy, and Starr Counties

Relevance

Beef producers can improve their herd or the herds of their customers through more rigid sire selection. Replacement heifers will perform to higher levels when in optimum body condition. Beef producers want to increase the value of bulls by collecting feedlot performance data and carcass characteristics.

Response

Texas A&M Agrilife Extension conducted an official 112 day bull gain test and a 126 day heifer development program. Numerous data are collected on all animals including: initial and final weights, average daily gain, body condition score, scrotal circumference, sheath score, reproductive tract score, pelvic area measurements, hip height and ultra-sound measurement of backfat thickness and ribeye area. All data is provided to consignors.

Results

A total of 7 group methods resulted in a total of 279 contact hours of education. A bull gain test and heifer development program has been conducted each year from 1998 through 2014. Participants indicate a positive economic benefit to their beef cattle operations as a result of their participation.

A total of 1170 bulls, 974 heifers and 142 steers have been entered in the 17 years the program has been conducted. Currently, 37 bulls and 10 heifers are entered in the program by cattlemen participating from throughout south and central Texas.

Recognition events are conducted during the Rio Grande Valley Livestock Show in order to recognize the award winners in front of their beef cattle producer peers. The Santa Gertrudis breed awards were presented during the Open Simbrah Show and the Simbrah breed awards were presented during the Open Simbrah Show at the Livestock Show. A feeder pen of steers is also offered and adds a new dimension to the program.

Important collaborators were: Dr. Joe Paschal, Extension Livestock Specialist, Rio Beef Feed Yard management and personnel, Rio Grande Valley Livestock Show officials & volunteers and the members of the Rio Grande Valley Beef Improvement Association.

Future Plans

In cooperation with the Rio Grande Valley Beef Improvement Association, plans are to continue the program and perhaps consider marketing alternatives for participants. Another future possibility will be to offer an artificial insemination program for heifers.

Hidalgo/Cameron/Willacy County Crop Production Program

Hidalgo County 2014

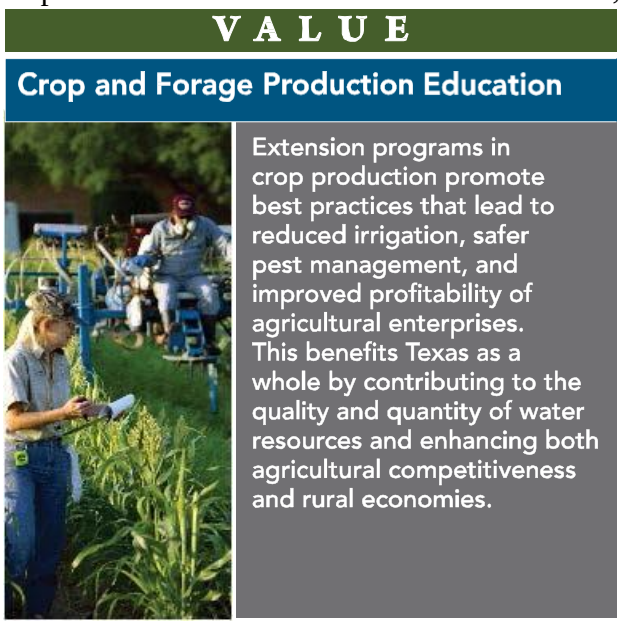
Developed by Brad Cowan, County Extension Agent- Agriculture, Hidalgo County; Dr. Enrique Perez, County Extension Agent- Agriculture, Cameron County and Omar Gonzales, County Extension Agent- Agriculture, Willacy County

Relevance

Over 100,000 acres of grain sorghum are grown annually in Hidalgo County. It is one of the most important crops grown in the Rio Grande Valley. The Sugarcane Aphid, a new insect pest on grain sorghum in this production area, was identified in the fall of 2013. The Hidalgo County Crops Committee determined that educational efforts should be initiated to address this emerging need.

Response

Independent and prior to local action, a multi-state task force of Extension Specialists and others was formed and research initiated. Locally, ag producers were educated on the sugarcane aphid utilizing a number of different methods. These included field days, meetings and publications: Cotton Pre-Plant Conference, information on the sugarcane aphid posted to a new page on the County Extension Office web site, Sugarcane Aphid Informational Meeting, Sugarcane Aphid Field Day, Crop Options for Spring Meeting and close communications with crops committee members & Extension Specialists. Topics addressed: awareness of a new insect pest in grain sorghum, identification and scouting techniques, insecticide choices including information on Section 18 approval for Transform®, IPM considerations, honeydew threat to harvesting operations, etc. Research demonstrations conducted on producer farms were used to collect an unbiased source of performance data that will be used by growers to help determine the most profitable varieties to select for this area. New efforts to increase producer profits included rating grain sorghum variety trials for differences in tolerance to the sugarcane aphid and it's damage.



Results: A total of 23 group methods resulted in a total of 2,821 contact hours of education. Independent estimates by the Lower Rio Grande Valley Cotton & Grain Producers Association determined that educational efforts by Texas A&M AgriLife Extension resulted in a net savings to grain sorghum growers in Cameron, Willacy and Hidalgo counties of $66 million in 2014.

Important collaborators included: Danielle Sekula Ortiz, Dr. Raul Villanueva, Dr. Dr. Calvin Trostle, Dr. Luis Ribera, Rio Farms, Inc., Lower Rio Grande Valley Cotton and Grain Producers Association, Texas Grain Sorghum Association and numerous local ag industry company representatives.

Future Plans: Continue to funnel new information about the sugarcane aphid and it's management to

local producers in a timely manner. Continue important hybrid trials for the major crops in cooperation with local producers, Extension Specialists and private industry. Continue the soil testing campaign, contingent upon funding.

Emergency Management Education Program

Hidalgo County 2014

Developed by Brad Cowan, County Extension Agent- Agriculture, Hidalgo County

Relevance

Texas is subject to numerous disasters, whether they be natural, accidental or intentional. These hazards are somewhat unpredictable. Texas experiences the effects of hurricanes, drought, wildfires and other incidents. Animal insect and disease outbreaks are also possible.

Response

The need to develop a Rio Grande Valley Animal Emergency Action plan was identified several years ago. The plan will insure that Emergency Management personnel in Cameron, Willacy and Hidalgo counties communicate and are prepared in a time of emergency involving animals. The plan will also provide an opportunity for individuals, families, businesses, and communities to learn how to better prepare for unexpected events, mitigate to reduce risk, and how to recover from whatever event they may have experienced.

Results

Brian Jones, Ray Prewett and I met with Oscar Montoya, County Emergency Coordinator concerning a number of agriculture issues.

I assisted with development of a media story on recent rainfall received.

I participated in a meeting of the Valley Animal Issues Committee which is working on developing a plan for the Rio Grande Valley. I provided input into that process at a meeting of the committee.

I had a visit with the County FSA Administrator about the need to hold a USDA County Emergency Board Meeting to review emergency procedures involving the committee.

I communicated with the County Emergency Management Coordinator at various times during the year.

Important collaborators were: Dr Enrique Perez, County Extension Agent- Agriculture, Cameron County, Oscar Montoya, Hidalgo County Emergency Management Coordinator, Josh Ramirez, Health Director, City of McAllen and Bart Stockbridge, Texas Animal Health Commission

Future Plans: Stay engaged in the Rio Grande Valley Animal Issues Committee.

Hidalgo/Cameron County Pesticide Safety Program

Hidalgo County 2014
Developed by Brad Cowan, County Extension Agent- Agriculture, Hidalgo County and Dr. Enrique Perez, County Extension Agent- Agriculture, Cameron County

Relevance

Ag producers have a statutory requirement to obtain and maintain a pesticide license issued by Texas Department of Agriculture in order to use crop protection chemicals, important tools for agricultural producers. Extension is relied upon to provide the education needed in this process. Training is provided for those needing to obtain a license and continuing education is provided to local producers in order to renew their license.

Response

Educational training events were conducted to meet statutory requirements for producers to be able to obtain a license. Continuing education units were also provided to all participants at educational events conducted which contained applicable subject matter.

Results

A total of 20 group methods resulted in a total of 1278 contact hours of education. Four Pesticide Safety Trainings where conducted in 2014. For continuing education, 35 events were held, attended by 672 people who earned 1768 CEU's. The economic value of the CEU's earned was $44,200.

Numerous continuing education credits were provided to ag producers during the course of the year at almost every agriculture-related educational meeting conducted.

New requirements for continuing education for aerial applicators continued to be a problem for local aerial applicators and educational training was provided to meet their specific needs.

Important collaborators were: Dr. Don Renchie and Dr. Mark Matocha, Agricultural & Environmental Safety Specialists and state & local personnel with Texas Department of Agriculture.

Future Plans

This effort will continue in the future to meet the needs of local agricultural producers and others needing a pesticide license.

Water Education Program

Hidalgo County 2014

Developed by Brad Cowan, County Extension Agent- Agriculture, Hidalgo County

Relevance

Water quality and quantity have emerged as the preeminent issue across the state including the South Region, as indicated through local input, legislative efforts, and numerous other indicators. Agriculture is the largest water user in the state, and agriculture is under close scrutiny because of the potential for negative environmental (water quality) impacts. Water use in the municipal environment including irrigation of athletic fields, in parks, and home landscapes, as well as, in the home proper constitutes a significant portion of water used in Texas. Programs designed to educate all adult and youth water users on water conservation will help reduce overall water use and increase water use efficiency.

Water conservation in production agriculture continues to be a priority issue for this area due to the importance of irrigated agriculture to this area and the critically low irrigation supplies available from the Rio Grande River, the primary source for this region.

Response

A Master Gardener class was trained on water conservation so that they can pass that information on to others. A Drip irrigation workshop was held to educate homeowners on how to conserve water in their landscape.

Results

A total of 2 group methods resulted in a total of 64 contact hours of education. I taught the use of water conservation technologies and turfgrass management to the master gardener class. Water conservation topics include: principles of xeriscaping, water quality issues, how to test for water quality, drip irrigation design, drip irrigation hardware, how to install drip, anti-backflow devices, use of pressure regulators, types of drip products and a hands-on activity to become familiar with drip installation. Turfgrass management topics include: establishment- variety selection, planting methods; mowing practices; water management including water conservation; fertility- nutrient needs of turf, spreader calibration, watershed protection; insect problems; weed control; management of shady areas and thatch management.

I taught a Drip Irrigation Workshop and the topics included were: Water Conservation- principles of xeriscaping, water quality issues, how to test for water quality, drip irrigation design, drip irrigation hardware, how to install drip, anti-backflow devices, use of pressure regulators, types of drip products and a hands-on activity to become familiar with drip installation.

Important collaborators were: Barbara Storz, County Horticulturist

Future Plans

Continue to provide education on both water conservation techniques and water policy.

Welcome to the Real World

Hidalgo County 2014

Developed by Andrea Valdez, BS, MPH, County Extension Agent- Family & Consumer Sciences with support from Weslaco Independent School District

Relevance

The current financial crisis has had a profound impact on Hidalgo County residents and Americans in general. This is a warning sign that we all need to better prepare our young people to make educated decisions about their financial future. With 35% of residents in Hidalgo County below the poverty level, money management and financial education is imperative. The goal of this program is to intertwine financial literacy education in the classroom with a capstone experience.

The purpose of teaching teens financial literacy skills is to provide youth the opportunity to experience real-life financial decisions without the real-life consequences. The youth will make a connection between education and career, and understand the importance of following a budget and strategies for handling credit and managing debt.

This issue was identified by the Family & Consumer Sciences Program Area committee as a response to the need for financial education for youth.

Response

The Texas A&M Agrilife Extension Service in Hidalgo County developed the following activities to address this relevant issue:

- Weslaco ISD Teacher Training for 11 teachers (January 2014)
- Weslaco East High School- Welcome to the Real World curriculum implemented (374 seniors) (January 2014)
- Weslaco High School- Welcome to the Real World curriculum implemented (70 seniors) (January 2014)
- Simulation exercise at Weslaco East High School (February 2014) (76 seniors)
- Simulation exercise at Weslaco High School (May 2014) (43 seniors)
- County wide Teacher Training for 17 teachers (June 2014)

Both Weslaco East High School and Weslaco High School principals and staff were very proactive and supportive of this program and curriculum, which contributed greatly to its success.

Results

At Weslaco East High School:

- 72% of participants were completely or mostly satisfied with the activity as a way to learn about money management
- 66% increase in knowledge of how to create and follow a spending plan
- 71% increase in knowledge on balancing income and expenses
- 69% increase in knowledge of relationship between education– careers and potential earnings

At Weslaco High School:

- 86% of participants were completely or mostly satisfied with the activity as a way to learn about money management
- 94.4% increase in knowledge of how to create and follow a spending plan
- 83.3% increase in knowledge on balancing income and expenses

- 72% increase in knowledge of relationship between education-careers and potential earnings

Teacher Training

- 94% of respondents were mostly or completely satisfied with the activity

What the students are saying:

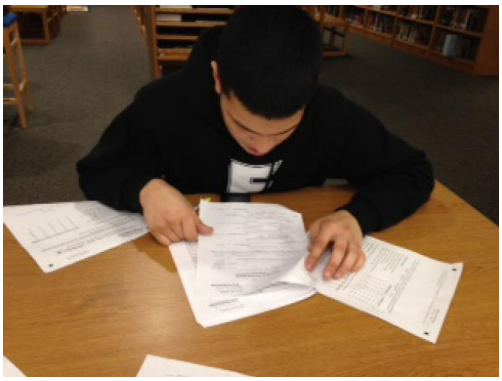
"I LEARNED THE REALITY OF LIVING."

"IT WAS WAY DIFFERENT THAN I EXPECTED"

"I HOPE TO LEARN MORE, SO I CAN BE PREPARED IN THE FUTURE."

"...IT REALLY DID OPEN MY EYES."

"EVERYTHING SEEMED SO EASY, BUT ITS NOT."







VALUE

Financial Literacy



Texas A&M AgriLife Extension Service financial literacy programs provide adults and youth with basic financial education and resources to help them set and reach financial goals and plan for the future. When Texans make better financial decisions and and implement recommended financial management practices, they increase their ability to achieve financial security.

Walk Across Texas

Hidalgo County 2014

Developed by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Science with support from Hidalgo County Judge, Hidalgo County Commissioner's Court, and Hidalgo County Departments

Relevance

Physical activity is one of the 10 leading health indicators in Healthy People 2010. Physical inactivity is associated with an increased risk of a number of chronic health conditions including cardiovascular disease, diabetes, some cancers, high blood pressure, as well as overweight and obesity. In Texas, 26% of Texans are obese.

Between 1988-1994 and 1999-2002, the prevalence of obesity among adults increased from 23% to 30%. The adult obesity rate for Hidalgo County is 31% and is only increasing. The percentage of young people who are overweight has more than doubled in the last 20 years. In 1999-2002, 16% of Americans ages 6 to 19 years were overweight. Nationally, sixty-one and a half percent of children aged 9 to 13 years do not participate in any organized physical activity during their non-school hours and that 22.6% do not engage in any free-time physical activity. Locally, Hidalgo County has a physical inactivity statistic of 22%. Additionally, research indicates that only 25% of adults and 27% of high school students get regular, moderate exercise. 29% of American Adults are not physically active at all.

Walk Across Texas is an eight week program designed to help people of all ages support one another to establish the habit of regular physical activity. Regular physical activity and controlling weight can significantly reduce the incidence and impact of chronic diseases like heart disease, stroke, diabetes, cancer, high blood pressure, and depression and is associated with a longer healthier life.

A large number of school children are overweight and school staff feel that if we get them involved in walking we can help them. The idea of asking the children to invite their parents will be addressed and hopefully the entire family will be involved.

Response

Texas A&M Agrilife Extension Service in Hidalgo County partnered with the Hidalgo County Government and its employees to offer Walk Across Texas to them as a solution to addressing health and wellness and potentially lowering health care costs long term. This program was identified and offered by Andrea Valdez, County Extension Agent, as an option to the county employees.

The following activities were conducted:

- Planning meetings between County Agent and county employee designated to oversee Walk Across Texas
- Team Captain's meeting (September 2014)
- Walk Across Texas marketing to county departments
- Walk Across Texas Kickoff (October 2014)
- Completion of (2) 8-week rounds of Walk Across Texas

Texas A&M Agrilife Extension Service would like to recognize the partnership with the Hidalgo County Judge, Commissioner's and county employees for their participation and support. They were instrumental in the success of this program.

Results

	Round 1 (July-August 2014)	Round 2 (October-November 2014)
Total Team Participants	43	180
Increased Average Mileage from Week 1 to Week 8	6.3 miles	13.5 miles
Total Miles Walked	58,455 miles	70,287 miles
Potential Economic Impact	$633,482	$2,377,290



Participant comments on their favorite thing about Walk Across Texas:

"I enjoyed sharing my activities with the team."

"Pointed out that I need to exercise more."

"Gave me a reason to go walking."

"It was like having a little "good monkey" on my back,
Making me get up and be active."

VALUE

Walk Across Texas



This eight-week fitness and health program challenges participants to adopt a habit of regular exercise. Research indicates that a walking routine of this duration is more likely to lead to continued moderate exercise, which improves quality of life and reduces the risk of chronic disease (including type 2 diabetes). This program yields public value in the forms of reduced public health care costs and a healthier, more productive workforce.

Health Literacy

Hidalgo County 2014

Developed by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences

Relevance

Healthy People 2010 defined health literacy as the ability to "obtain, process, and understand basic health information and services needed to make appropriate health decisions" (U.S. Department of Health and Human Services, 2000). Health literacy and literacy are closely related yet different in that health literacy depends on one's ability in reading, writing, speech, and comprehension skills (National Institute for Literacy, 2008) combined with the expectations that the health system has of one's interest in and understanding of health information and services. Health information and services are often unfamiliar, complicated and technical, even for people with higher levels of education. In fact, the U.S. Department of Education estimates only 12 percent of English-speaking adults in the United States have proficient health literacy skills (Kutner, Greenberg, Jin & Paulsen, 2006).

Literacy may influence the ability to access information and understand print materials. When this idea is viewed in the context of health and wellbeing – talking with a health provider, managing medications, understanding benefits and making healthy lifestyle choices – health literacy requires knowledge from many topic areas, including the body, healthy behaviors and the health system. Persons confront decisions about their health and wellbeing daily and in all situations and settings: retail stores, workplaces, health providers' offices, hospitals and in their own living rooms. Few of these decisions are made in face-to-face consultation with a health provider (Nielsen-Bohlman, Panzer & Kindig, 2004). Persons need information they can understand and use to make informed decisions and take actions that protect and promote their health. Although limited health literacy affects most adults at some point in their lives, some groups are more likely than others to have limited health literacy (Kutner, Greenberg, Jin & Paulsen, 2006):

- Adults over the age of 65 years
- Racial and ethnic minorities
- Recent refugees and immigrants
- People with less than a high school degree or GED
- People with incomes at or below the poverty level
- Non-native speakers of English

Adults with limited health literacy skills are more likely to report their health as poor and are more likely to lack health insurance (Kutner, Greenberg, Jin & Paulsen, 2006). Persons with limited health literacy are less likely to use preventive services, such as vaccinations and cancer screenings; less likely to successfully control chronic conditions, such as hypertension and diabetes; and more likely to self-report poor health (Berkman, DeWalt, Pignone, *et al*., 2004). Additional research links limited health literacy to misunderstanding instructions about prescription medication, medication errors and mortality (Davis, Wolf, Bass, *et al*., 2006).

Adding to the complexity of this issue, there are few studies which examine the impact of health literacy on costs for health care services. Studies do indicate that persons with limited health literacy have higher medical costs and use an inefficient mix of services. One study estimates the cost of limited health literacy to the US economy to be between $106 and $236 billion annually (Vernon, Trujillo, Rosenbaum & DeBuono, 2007).

One of the greatest opportunities for reducing health disparities is empowering persons to take a more active role in their own health and wellbeing. Health literacy is part of a person-centered care process,

essential to the delivery of cost-effective, safe and high-quality health services (Institute of Medicine, 2009).
This program was identified as a need from the Family & Consumer Sciences Advisory Committee.

Response

Texas A&M Agrilife Extension in Hidalgo County developed the following activities to address this relevant issue:

- Multiple marketing outlets were utilized such as the local newspaper, Facebook, and flyers (January 2014)
- 1 class per week for 4 weeks was held in February 2014 at Texas A&M Health Science Center
- Session Topics: Lifestyle Choices and Your Health, The ABCDs of Medicare, Talking with Your Doctor, and Medication Management
- Guest Speakers were Lebby Salinas (The Fooducator), a representative from the Department of Aging, a Physician's Assistant, and Diana Perez (Licensed Pharmacist)

Results

1. The following statements pertain to individual sessions. Please check No or Yes and circle a number in the After and Before columns: 1 is the most negative response and 5 is the most positive response. Please respond only if you attended the session.

a. **Session 1: Lifestyle Choices and Your Health** (N=8)	**Yes**
I understand half of my health status may be determined by lifestyle choices.	100%
I can name at least two changes to my lifestyle which may improve my health.	100%
I understand making small lifestyle changes may positively affect my health and finances.	100%

I would rate my confidence in being able to improve my health and wellness through lifestyle changes:

After the Program (1 = Worst, 5 = Best)	**Before** the Program (1 = Worst, 5 = Best)
1 **2** **3** **4** **5** poor excellent Min: 3 Max: 5 Mean: 4.13	**1** **2** **3** **4** **5** poor excellent Min: 1 Max: 3 Mean: 2.38

b. **Session 2: The ABCDs of Medicare** (N=8)	**Yes**
I understand that Medicare provides preventive health and wellness benefits.	90%
I will schedule an appointment with my doctor for my annual wellness visit.	88%
I can name at least one local resource where I can get information about Medicare.	80%

I would rate my confidence in being able to understand my Medicare benefits:

After the Program (1 = Worst, 5 = Best)	**Before** the Program (1 = Worst, 5 = Best)
1 **2** **3** **4** **5** poor excellent Min: 2 Max: 4 Mean: 3.22	**1** **2** **3** **4** **5** poor excellent Min: 1 Max: 4 Mean: 2.11

c. **Session 3: Talking With Your Doctor** (N=6)	**Yes**
I understand the importance of being honest with my doctor.	100%
I understand how to prepare for an appointment with my doctor.	100%
I understand how to ask my doctor questions about my health and care.	100%

I would rate my confidence in being able to communicate effectively with my doctor:

After the Program (1 = Worst, 5 = Best)	**Before** the Program (1 = Worst, 5 = Best)
1 poor **2** **3** **4** **5** excellent Min: 4 Max: 5 Mean: 4.33	**1** poor **2** **3** **4** **5** excellent Min: 2 Max: 5 Mean: 3.5

d. **Session 4: Medication Management** (N=7)	**Yes**
I understand that my medications may work differently in my body as I grow older.	100%
I understand how to complete my personal medication record.	100%
I will to talk to my doctor and pharmacist about all the medications I take.	100%

I would rate my confidence in being able to understand and manage my medications:

After the Program (1 = Worst, 5 = Best)	**Before** the Program (1 = Worst, 5 = Best)
1 poor **2** **3** **4** **5** excellent Min: 3 Max: 5 Mean: 4.71	**1** poor **2** **3** **4** **5** excellent Min: 3 Max: 5 Mean: 3.71

2. The following statements pertain to the <u>overall</u> series. Please circle a number from one to five: 1 is the most negative response and 5 is the most positive response.

Statement (N=7)	**Scale (1 = Worst, 5 = Best)**
The value of the material presented was	**1** poor **2** **3** **4** **5** excellent Min: 4 Max: 5 Mean: 4.29
The overall teaching was	**1** poor **2** **3** **4** **5** excellent Min: 4 Max: 5 Mean: 4.29
The teachers' knowledge of the subject matter was	**1** poor **2** **3** **4** **5** excellent Min: 4 Max: 5 Mean: 4.43
I will use the information I learned.	**1** strongly disagree **2** **3** **4** **5** strongly agree Min: 4 Max: 5 Mean: 4.29

3. Please name three things you learned from this series that made your attendance worthwhile**.**

- Eating the right food; Medicare regiments; Proper medication Management.

- Taking questions written down to Pharmacist; Eating appropriate veggies & fruits throughout the day; Taking Medications at different times.
- I will write down questions to ask doctor; I learned to take medications more serious; I learned I can ask Pharmacist questions.
- When to take meds.
- Continue to eat fresh fruits and veg; Exercise.
- Understand better lifestyle choices; Understand how to manage my medications; Better understanding of Medicare.

4. The most effective part of this series was
- Medication management. (x2)
- Medications.
- I appreciate the Pharmacist.
- How to manage my medications and lifestyle changes.

5. The least effective part of this series was
- Medicare. (x3)
- Sorry I was late for Medicare.

6. Topics I recommend for future programs
- Information about different healthcare agencies: hospice, diabetes control.
- More health issues.
- Yoga for seniors, Zumba for seniors.

Selected Demographic Data (N=8)

- Age
  - Min: 64 Max: 77 Mean: 71.5
- Race/Ethnicity
  - Caucasian: 37.5%
  - Hispanic: 62.5%
- Education
  - High School: 25%
  - Some College: 62.5%
  - Graduate Degree: 12.5%

Better Living for Texans – Eat Smart, Live Strong

Hidalgo County -2014

Developed by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences; Yolanda Rios-Better Living for Texans Program Assistant; and Frances Flores -Better Living for Texans Program Assistant

Relevance

In Hidalgo County, an estimated **234,303** individuals receive benefits from the Supplemental Nutrition Assistance Program (SNAP), historically known as food stamps. Of those participants, 25,453 are 60 years and older. Studies have shown individuals who live in poverty (including SNAP recipients) have dietary intakes that are not in agreement with current recommendations (i.e. Dietary Guidelines or MyPlate). This audience, like many, may not recognize their risk for foodborne illness. Having enough food to eat is also a challenge; an estimated 1 in 6 households in Texas experience food insecurity.

Response

The Better Living for Texans (BLT) Program is a cooperative endeavor among Texas A&M AgriLife Extension Service, Texas Health and Human Services Commission (HHSC), and the Food and Nutrition Services (FNS) of USDA. A component of the Supplemental Nutrition Assistance Program (SNAP), BLT offers food and nutrition education to SNAP recipients, applicants, and other low-income audiences to help improve their ability to plan and prepare nutritious meals, stretch food dollars, and prepare and store food safely. BLT also incorporates the *Walk Across Texas* program to promote physical activity.

During 2014, 83 Hidalgo County adults completed the BLT *Eat Smart, Live Strong* series. This program is targeted towards older adults and focuses on increasing vegetable and fruit intake as well as physical activity.

This report reflects the analysis of the pre and post surveys for those 83 participants.

Results

Most of the participants identified themselves as female (n=57; 69%) and Hispanic (n=71; 86%). Mean age was 69 years (range 30 to 93). Twenty-five (30%) participants received SNAP benefits; 7 (8%) reported they had received food from a food bank or pantry within the previous 30 days.

Change in Fruit and Vegetable Intake

Behavior	Before the Program N	%		Post Program N	%
Frequency of eating fruit					
Never	2	2.4		1	1.2
1-3 times per month	12	14.5		11	13.3
1-2 times per week	21	25.3		14	16.9
3-4 times per week	18	21.7		27	32.5
5-6 times per week	10	12.0		10	12.0
1 time per day	12	14.5		9	10.8
2 times per day	5	6.0		6	7.2
3 or more times per day	3	3.6		4	4.8
No response	0			1	1.2
Amount of fruit eaten					
Less than ½ a cup	27	32.5		21	25.3
About ½ cup	33	39.8		33	39.8
About 1 cup	19	22.9		23	27.7
More than 1 cup	4	4.8		4	4.8
No response	0			2	2.4
Frequency of eating vegetables					
Never	2	2.4		2	2.4
1-3 times per month	12	14.5		9	10.8
1-2 times per week	24	28.9		8	21.7
3-4 times per week	30	24.1		22	26.5
5-6 times per week	9	10.8		11	13.3
1 time per day	11	13.3		11	13.3
2 times per day	4	4.8		8	9.6
3 or more times per day	1	1.2		1	1.2
No response	0			1	1.2
Amount of vegetables eaten					
Less than ½ a cup	24	28.9		19	22.9
About ½ cup	33	39.8		38	45.8
About 1 cup	23	27.7		23	27.7
More than 1 cup	3	3.6		2	2.4
No response	0			1	1.2

Upon entry into the BLT program, nearly 25% of the participants reported eating fruit at least once per day. At the end of the program, that percentage had decreased slightly to 23%. However, the percentage of participants who ate vegetables at least once per day rose slightly from 19% (pre) to 21% (post).

Change in Physical Activity

At the beginning of the program, participants reported that they received at least 30 minutes of physical activity an average of 1 day per week (range 0 to 6). At the end of the program, the average had increased to 1.7 days (range 0 to 7). This noted increase **was statistically significant** and is very encouraging.

Overall, the *Eat Smart, Live Strong* program is making a difference in the lives of limited resource, older adults by helping them improve their vegetable and fruit intake and by helping them to increase their physical activity.

Better Living for Texans – Back to Basics

Hidalgo County-2014
Developed by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences; Yolanda Rios-Better Living for Texans Program Assistant; and Frances Flores -Better Living for Texans Program Assistant

Relevance

In Hidalgo County, an estimated **234,303 individuals** receive benefits from the Supplemental Nutrition Assistance Program (SNAP), historically known as food stamps. Studies have shown individuals who live in poverty (including SNAP recipients) have dietary intakes that are not in agreement with current recommendations (i.e. Dietary Guidelines or MyPlate). This audience, like many, may not recognize their risk for foodborne illness. Having enough food to eat is also a challenge; an estimated 1 in 6 households in Texas experience food insecurity.

Response

The Better Living for Texans (BLT) Program is a cooperative endeavor among Texas A&M AgriLife Extension Service, Texas Health and Human Services Commission (HHSC), and the Food and Nutrition Services (FNS) of USDA. A component of the Supplemental Nutrition Assistance Program (SNAP), BLT offers food and nutrition education to SNAP recipients, applicants, and other low-income audiences to help improve their ability to plan and prepare nutritious meals, stretch food dollars, and prepare and store food safely. BLT also incorporates the *Walk Across Texas* program to promote physical activity.

During 2014, 264 Hidalgo County adults completed the BLT *Back to Basics* series. This program focuses on meal planning, stretching food dollars, and adopting selected behaviors that can reduce the risk of foodborne illness. Two hundred six (206) of the 264 participants the pre, post, and 30-day follow-up survey which allows us to assess the extent that targeted behaviors were adopted. This report reflects the data from those 206 participants.

Results

Participants were primarily female (92%) and Hispanic (91%). More than 40% of the participants (n=84) had not completed high school. Average household size of the participants was 4.3 and the average age of participants was 44. One hundred one (49%) of the 33 participants received SNAP benefits.

Evaluation Results

Adoption of Behavior: The adoption of actual behaviors was assessed analyzing the data from 206 of the 264 participants who completed the pre-, post-, and 30-day follow-up surveys.

Meal Planning and Food Resource Management – adoption of behaviors

Behavior	Beginning (pre) Number	%	Intent to change (post) Number	%	30-day Follow-Up Number	%
Plan meals in advance						
Always	66	32.0	168	81.6	159	77.2
Sometimes	118	57.3	37	18.0	47	22.8
Never	21	10.2	0		0	
Not Sure	1	0.5	1	0.5	0	
No response	0		0		0	
Shop for food with a list						
Always	83	40.3	183	88.8	186	90.3
Sometimes	94	45.6	21	10.2	17	8.3
Never	23	11.2	0		3	1.5
Not Sure	5	2.4	1	0.5	0	
No response	1	0.5	1	0.5	0	
Compare prices when shopping						
Always	99	48.1	183	88.8	194	94.2
Sometimes	86	41.7	22	10.7	12	5.8
Never	18	8.7	0		0	
Not Sure	3	1.5	1	0.5	0	
No response	0		0		0	
Use unit pricing when shopping						
Always	33	16.0	143	69.4	124	60.2
Sometimes	70	34.0	54	26.2	75	36.4
Never	74	35.9	4	1.9	5	2.4
Not sure	20	9.7	2	1.0	0	
No response	9	4.4	3	1.5	2	1.0
Run out of food before the end of the month?						
Always	48	23.3			18	8.7
Sometimes	114	55.3			71	34.5
Never	33	16.0			115	55.8
Not Sure	6	2.9			0	
No response	5	2.4			2	1.0

With the exception of using unit pricing, most participants were using the targeted food resource management practices either "always" or "sometimes" when they entered the BLT program. Immediately after the program ended there was a noted increase in the percentage of participants who intended to practice all of the behaviors "always." Thirty days later, the percentage of participants comparing prices and shopping with a list was considerably higher than when the program began. Improvements were made in the other behaviors as well but to a lesser extent.

Immediately after the program ended, 174 (85%) of the 206 participants reported that they felt they would be able to spend less money at the grocery store. More than 63% (n=130) of the participants felt they could stretch their food resources to last the entire month "always." The percentage of participants who reported "never" running out of food before the end of the month rose from 16% (n=33) to 56% (n=115).

Food Safety- adoption of behaviors

Behavior	Beginning (pre) Number	%	Intent to change (post) Number	%	30-day Follow-Up Number	%
How often do you sanitize cutting boards after cutting up raw meat or poultry?						
Always	158	76.7	197	95.6	202	98.1
Sometimes	35	17.0	5	2.4	1	0.5
Never	6	2.9	1	0.5	1	0.5
Not sure	3	1.5	1	0.5	1	0.5
No response	4	1.9	2	1.0	1	0.5
How often do you thaw frozen food at room temperature?						
Always	69	33.5	18	8.7	3	1.5
Sometimes	88	42.7	15	7.3	10	4.9
Never	40	19.4	169	81.6	192	93.2
Not sure	2	1.0	2	1.0	0	
No response	7	3.4	3	1.5	1	0.5
How long did you leave your last meal out after it was prepared?						
Eaten/stored immediately	74	35.9	52	25.2	51	24.8
< 1 hour	67	32.5	124	60.2	150	72.8
1 – 2 hours	27	13.1	19	9.2	3	1.5
> 2 hours	12	5.8	3	1.5	1	0.5
Not Sure	16	7.8	6	2.96	1	0.5
No response	10	4.9	2	1.0		

More than 76% (n=158) of participants reported sanitizing cutting boards after cutting up raw meat or poultry when they entered the program. More than 95% (n=197) indicated intent to do so immediately after the program ended and all but four participants (98%) continued to do so 30-days later. The percentage of people "never" thawing food at room temperature rose from 19% pre to 93% at the 30 day follow-up. The number of participants who were eating or storing prepared foods within the recommended period of time (2-hours) was higher 30 days after the program compared to when the program began.

Other findings:

60% (n=123) of the 206 participants identified BLT as their first exposure to AgriLife Extension. This suggests that the program is reaching new audiences who otherwise might not have the opportunity to benefit from Extension programs.

Average monthly out-of-pocket food expenses reported by participants:**

Before BLT: $ 280.28
After BLT: $ 254.52 Estimated monthly savings: $25.76

** Based on 169 participants who reported monthly out-of-pocket food expenses at the beginning of BLT and 30-days after the program ended. Changes in out-of-pocket food expenses **were** significantly different.

If this decrease in out-of-pocket expenses were not due to an unexpected economic hardship, then for these 169 participants, the **annual savings would be an estimated $52,251.**

For the these participants (who completed the pre, post, and follow-up surveys), the percentage who rated their perceived ability to prepare nutritious meals as either "good" or "very good" was 51% (n=104) before BLT (pre-survey) and 77% (n=157) after BLT (30-day post survey).

179 of the participants rated the BLT program as "excellent" while 26 rated the program as "good."

Client Success Stories

One participant stated that she is making more healthy meals for her and her family and she had even lost some weight.

One boy from a Boy's & Girl's Club asked Yolanda Rios, Better for Living for Texans Program Assistant, if she remembered what she had told him last summer. He went on to say that he was pre-diabetic and Yolanda had told him to eat more vegetables and to stop eating things like junk food and when he was hungry to have a vegetable or a green apple instead. He said that he is no longer pre diabetic and has lost weight.

Several female participants have voiced their new understanding of "unit pricing". They stated "they didn't know what those numbers meant." At class the next week, several participants stated they had used that information in the grocery store in the past week.

VALUE

Better Living for Texans



These nutrition programs teach low-income audiences to prepare nutritious meals, stretch their food resources, improve their food-safety practices, and participate in regular physical activity. This not only improves the quality of life and reduces the risk of chronic disease for participants, but also lowers public health care costs.

Better Living for Texans-Get the Facts - Evaluation of Curriculum on Nutrition Label Reading

Hidalgo County-2014
Developed by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences; Yolanda Rios-Better Living for Texans Program Assistant; and Frances Flores -Better Living for Texans Program Assistant

Relevance

Health disparities among low income populations are well documented. Obesity, heart disease and hypertension are conditions which are more prevalent in low income populations. These health conditions can be improved thru consumption of a healthy eating plan as affirmed in the Dietary Guidelines for Americans. However, dietary behavior change can be difficult and requires knowledge, skills, motivation and an environment conducive to change.

Response

Basic food buying skills enable clients to consider more healthful food choices when shopping. *Get the Facts*, a three-lesson series on the Nutrition Facts food label, was developed by Texas A&M AgriLife Extension Service nutrition specialists to enhance participant skills necessary for positive dietary behavior change. The skills-building series focused on comparing serving size, fat and sodium information when selecting food choices. These three items were specifically selected as they relate to obesity, heart disease and hypertension.

Session goals were:

- Serving size: Understand the difference between a serving and a portion; estimate common serving sizes; use serving sizes to create healthy, balanced meals using the plate method.
- Fat: Gain knowledge of the basic components of the Nutrition Facts label; understand the health consequences of consuming saturated and trans fat; compare food labels to select products lower in saturated fat and trans fat.
- Sodium: Explain that most (more than 70%) of the sodium in the American eating plan comes from processed foods; understand the effects of sodium on blood pressure; compare food labels to consistently select products with less sodium.

The evaluation of knowledge and intent to change behavior among *Get the Facts* participants was accomplished thru the use of pre/post/follow-up survey instruments. *Get the Facts* participants could opt out of the evaluation process if desired. Nonetheless, 81 *Get the Facts* pre/post survey sets were received.

The typical *Get the Facts* participant (n=81) was Hispanic (95%) and female (91%). Participants described themselves as white (96%), black (1%) or Asian (1%). Many participants (77%) had a high school diploma, GED or less. Many participants (44%) had been told by a health professional they needed to lose weight. The typical household had 4.7 members, of which 2.3 were children. Participants reported other program use: food stamps (49%), free or reduced price school meals (22%), WIC (31%), and food banks or pantries (6%). Many participants (58%) reported Better Living for Texans (BLT) was the first AgriLife Extension program they had attended. Most participants (91%) rated the *Get the Facts* lesson series as excellent.

Results

Change in Knowledge

There was a statistically significant ($p<.001$) increase in mean knowledge during the time *Get the Facts* was taught. This was noted for the pre/post data sets (Table 1).

Table 1a. Mean correct knowledge scores (out of 6)
Pre/post survey sets (n=81)

Pre-survey	Post-survey
1.5a	2.2b

a and b are statistically different at $p<.001$

Change in Behavior

More participants reported label reading (Table 2).

Table 2a: Percentage of *Get the Facts* participants who reported always or almost always checking the food label while shopping for food.
Pre/post survey sets. (n=81)

Behavior question	Pre Survey %	Post Survey %
How often do you use the information about SERVING SIZE on the food label to determine the amount of food you will eat?	19	85
How often do you use the information about FAT on the food label when shopping for food?	31	90
How often do you use the information about SODIUM on the food label when shopping for food?	24	90

Self-reported behavior improved ($p>.001$) regarding serving size, fat and sodium food label usage during the time this lesson series was taught (Table 3).

Table 3. Mean food label usage scores (5=never thru 1=always)
Pre/post survey sets (n=81)

Behavior question	Pre Survey	Post Survey
How often do you use the information about SERVING SIZE on the food label to determine the amount of food you will eat?	3.3a	1.4b
How often do you use the information about FAT on the food label when shopping for food?	3.1a	1.4b
How often do you use the information about SODIUM on the food label when shopping for food?	3.4a	1.3b

Answers coded: 5=never; 4=almost never; 3=sometimes; 2=almost always; 1=always
a and b statistically different at p>.001

Positive behavior change was reported by participants (Table 4).

Table 4. Selected Statewide Comments

Participant responses to: "What changes have you made?"
Always reading nutrition labels and we're including our children in the process.
I now check the amounts of salt in food that I buy.
Shop for healthier foods.
I prepare menus and a shopping list that include more produce. I read all nutrition labels of food.
I check the nutrition label for calories and don't eat as much as I did.

Get the Facts is a Texas SNAP-ED approved curricula available to help meet the needs of local county Extension agents. Evaluation results suggest *Get the Facts* curriculum was effective (p>.001) at improving participant knowledge and enhancing behavior related to nutrition label reading for both the pre/post (n=2888) and the pre/post/follow-up (n=1597) data sets. At the end of the series, an additional 44% of Get the Facts clients reported label usage while grocery shopping.

Because label reading skills are necessary for clients to make healthful food choices, the Food and Drug Administration has proposed significant changes to the Nutrition Facts panel to enhance consumer understanding when evaluating and selecting food items. The revised food labels may be released during 2015; food manufactures will have two years to comply with revised labeling regulations.

Friend to Friend

Hidalgo County-2014
Developed by Adelita Munoz (Retired Agent); Program Continued and Reported by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences

Relevance

The *Friend to Friend* program's purpose is to encourage women to get regular mammograms and Pap tests for the early detection of breast and cervical cancer, when the disease is most curable. Regular screening significantly increases the likelihood of finding cancer early, when treatment is more successful. Women living in rural areas of Texas are less likely than their urban counterparts to have had a mammogram or Pap test within the past two years. Mortality is also higher for rural women because of the later diagnosis.

Response

The project's goal is to decrease breast and cervical cancer morbidity and mortality for women living in rural Texas counties by improving screening rates and early detection of cancer. Funding was applied for and awarded by the Cancer Prevention and Research Institute of Texas (CPRIT) to fund screenings and transportation to uninsured and underserved women in need of screening services. The County Extension Agent, regional cancer prevention specialist, and patient navigators plan and implement a *Friend to Friend* event. Women attending are given the opportunity to sign a commitment card to obtain a mammogram and/or Pap test within the next year and the option to complete a help request form for assistance in obtaining screening services.

Results

- *Friend to Friend* was implemented in 44 Texas counties in 2014.
- 191 women attended the *Friend to Friend* events on March 28, 2014 at the Mission Community Center in the city of Mission, Texas.

Demographics of women who attended the events:

- Median age was: _47_.
- Ethnic breakdown:
  - African American: __0__%
  - American Indian/Native American: _0_%
  - Asian/Pacific Islander: __0__%
  - Latina/Hispanic: 96 %
  - White: __0__%
  - Multiple race/ethnicity: __1_%
  - Other/missing: __3_%
- A Physician, and Other Health Care Professional urged women to obtain a mammogram/Pap screening at the event.
- At the end of the event _91_% of women, aged 40 or over, correctly identified the need for a mammogram screening every year.
- 177 Women requested help to navigate screening and diagnostic services.

- 67 Clinical sites are contracted statewide for screenings, diagnostics, radiologists and lab services. Avg. monthly payments for screenings and diagnostics thru the contracts is $32,636.00.
- 309 Mammogram screenings and diagnostics were paid for through CPRIT funds.
- 305 Pap screenings and diagnostics were paid for through CPRIT funds.
- 9 Women were referred to other available sources for Breast and Cervical screenings and diagnostics.

VALUE

Cancer Prevention



Participants in Texas A&M AgriLife Extension Service cancer-prevention programs learn ways to reduce their risk of developing many forms of cancer. When participants adopt behaviors that reduce cancer risks, the public benefits through reduced public health care costs and increased productivity.

Family & Consumer Sciences Community Outreach

Hidalgo County-2014

Developed by Andrea Valdez, BS, MPH, County Extension Agent- Family & Consumer Sciences with Carmen Avila, Family & Consumer Sciences Program Assistant

Relevance

In order to increase healthy literacy and financial knowledge, it is important to educate the residents of Hidalgo County on healthy practices and basic financial knowledge. The US Census Bureau estimates the poverty level in Hidalgo County to be 34.8% with 62% of persons graduating from high school. Multiple programs were implemented in an effort to educate the community on a variety of topics including: Test taking & Study skills, Memory workshop, Sewing, Budgeting, Cancer prevention, Goal Setting, Fall Prevention, Green Living, and Bullying.

Response

The Texas A&M Agrilife Extension Service in Hidalgo County developed the following activities and lectures to address these topics.

- Memory Workshop (1)
- Test Taking & Study Skills (1)
- Goal Setting (1)
- Budgeting (5)
- Sewing & Crafts (14)
- Cancer Awareness (5)
- Fall Prevention(1)
- Green Living(2)
- Bullying (3)

Results

Results indicate that Hidalgo County citizens attended numerous educational events and activities of increasing knowledge. Texas A&M Agrilife Extension Service Hidalgo County would like to thank and recognize the cooperation of multiple school districts and parental involvement coordinators. Working with the Family & Consumer Sciences Advisory Board, the Texas A&M Agrilife Extension Service Hidalgo County will continue to offer programs that address the needs of the community. The results of these programs will lead to more educated citizens.

	Number of Sessions	Total Contacts
Extension Faculty	30	373
Extension Faculty & Volunteer	20	230
Group Methods	50	603
Individual Methods	-	241
		1447

Food Protection Management – Food Handler's Program

Hidalgo County-2014

Developed by Adelita Munoz (Retired Agent); Program Continued and Reported by Andrea Valdez, BS, MPH, County Extension Agent-Family & Consumer Sciences

Relevance

Each year, an estimated 1 in 6 people become ill from the food they eat. Common symptoms of foodborne disease include nausea, vomiting, diarrhea, abdominal cramping, fever, and headache. While some people may view this as a mere case of "food poisoning" foodborne illness has serious health and economic consequences. In fact, foodborne illnesses from five pathogens alone (Campylobacter, Salmonella, Listeria monocytogenes, E. coli O157:H7, and E. coli non-O157:H7 STEC) cost more than $6.9 billion in medical expenses, lost productivity, and even death. All of us are at risk for foodborne illness, but older adults, pregnant women, young children, individuals with chronic disease, and those with a compromised immune system are at an increased risk. Because nearly half of our food dollars are spent on foods eaten away from home, it is imperative that employees who work in retail food service handle food safely.

Response

To meet the need for quality food safety education in Texas retail food establishments, the Food Protection Management (FPM) program was developed. Our two-day certified food manager program prepares food service workers to sit for the state Certified Food Manager exam. Our 2-hour food handler program, which is accredited by the Department of State Health Services, trains front-line food service workers on the basic principles of food safety. Both programs are conducted at the county level by Extension agents.

Results

During 2014, 131 people in Hidalgo County participated in the FPM program and completed the food handler program. Change in knowledge (pre vs post) was used to evaluate the food handler program. In addition, client (customer) satisfaction surveys were collected from participants.

Food Handler Course – Participant characteristics

More than 55% of participants were female; 86% were Hispanic, and from a variety of age groups. More than 51% (n=68) identified English as their primary language. More than 53% (n=70) of the participants had a high school degree or less; the remaining participants reported completing some college or a college degree. More than half (54%; n=71) had no foodservice experience.

Mean score and % score were both rounded to the nearest whole number.

There **was** a statistically significant increase in test scores (comparing pre vs post) suggesting an increase in knowledge regarding food safety.

Mean score pre: 48
Mean score post: 89

Percentage of respondents who answered survey questions correctly, pre and post.

Question	**% correct pre***	**% correct post**
1. Which of the following statements about serving food is true?	47	84
2. Which of the following best describes proper hand and arm washing?	74	92
3. The removal of dirt, soil, food or grease is known as:	37	86
4. Which of the following statements about a hand washing sink is true?	76	95
5. Which of the following people is most likely to contract a foodborne illness?	21	86
6. Which of the following foods would not be considered potentially hazardous?	46	95
7. Cross contamination happens when safe food comes into contact with:	65	86
8. Which of the following statements best describes the temperature danger zone?	25	78
9. Which of the following is an example of cross contamination?	70	93
10. All of the following are acceptable tools for handling ready-to-eat foods except:	52	94
11. Which of the following food service employees must wear a hair net/restraint?	56	91
12. Which of the following is the best example of maintaining personal hygiene?	31	85
13. A foodservice employee should immediately tell his/her supervisor if he/she has:	34	86
14. Generally speaking a foodborne outbreak involves how many people?	63	95
15. Food can be contaminated by:	25	95

*Percent rounded to the nearest whole number

Client satisfaction with Food Handler course instruction

		Average Score (n=126)**
Client satisfaction with instructor's knowledge of the subject.		1.1 ± .41
Client satisfaction with instructor's presentation of course material.		1.2± .38
Client satisfaction with instructor's response to questions.		1.2 ± .45
Client satisfaction with instructor's involvement in discussion and questions regarding course material.		1.2 ± .44
Overall client satisfaction with instructor performance.		1.1 ± .33
Overall client satisfaction with the program.		1.1 ± .33

** Based on participant surveys received and entered as of 10/1/2014. The client satisfaction survey was given at the end of the training while the survey that assessed client characteristics was given separately (at the beginning).

Instructor satisfaction scores are based on a 5-point Likert Scale (1 = very satisfied to 5 = very dissatisfied). **In other words the lower the number, the more satisfied the participant.** Scores of 0 (not applicable) or 6 (no response) were not included in the analysis.

Summary: The food handlers program was successful in helping participants (foodservice employees) increase their knowledge about food safety as it pertains to the retail setting.

VALUE

Food Safety Education



Both those who work in food-service establishments and those who simply cook in their own kitchens benefit from Texas A&M AgriLife Extension's food-safety education programs. The resulting improvement in safe food handling benefits consumers by helping prevent food-borne illnesses and the public health care costs they cause.

Expanded Food and Nutrition Education Program

Hidalgo County-2014

Developed by Melissa De Leon-Extension Agent, Expanded Food and Nutrition Education Program

SUPPORTING TEXAS FAMILIES WITH GREATEST NEED SINCE 1969

The Expanded Food and Nutrition Education Program (EFNEP) helps young families and youth with limited resources – those most at risk to suffer from hunger, food insecurity and the inability to connect with available support systems. EFNEP offers practical lessons in basic nutrition, food preparation, food budget management and food safety in settings convenient for the participants. EFNEP also includes a walking program for adult participants. Program graduates reflect significant, lasting improvement in eating behaviors and healthy food habits. Texas has a need for EFNEP – 2011 data show that 20% of Texas families with children under the age of 18 were living below poverty level, compared to 16% of U.S. families.

EFNEP REACHES DIVERSE AUDIENCES IN HIDALGO COUNTY

In Hidalgo County, ethnically diverse EFNEP nutrition assistants reach youth and adult groups whose principal language may be English or Spanish.

In 2014,

- 1,592 families enrolled in EFNEP.
- 19,559 youth contacts were made through the EFNEP youth program.
- 45 EFNEP participants were pregnant and/or nursing.
- 76% of families were at or below 100% of federal poverty level.
- 86% of families enrolled in one or more food assistance programs at entry
- 99% of EFNEP adult participants were Hispanic/Latino.

VOLUNTEER STRENGTHEN EFNEP

In 2014, 217 adult volunteers donated 1,788 hours of work to EFNEP in Hidalgo County. At the Texas rate of $23.40/hour, this volunteerism has a minimum dollar value of $41,858. Volunteers make a difference in their own communities, and contribute to EFNEP's continued success.

EFNEP MAKES A REAL DIFFERENCE

Adult Program:

Using "hands-on" experiences, EFNEP adult participants complete at least a six-lesson series on stretching food dollars, improving eating habits, and practicing food safety principles. As a result of participation in EFNEP the following food and nutrition behaviors were achieved:

- 97% with positive change in any food group at exit. Specifically, EFNEP participants consumed 0.5 more cups of fruits and vegetables at completion, compared to entry.

- 86% improved in one or more food resource management practices such as using a list for grocery shopping.
- 93% improved in one or more nutrition practices such as using the "Nutrition Facts" on food labels to make food choices.
- 63% improved in one or more food safety practices such as thawing foods safely.
- 31% of program participants reported a positive change in physical activity.

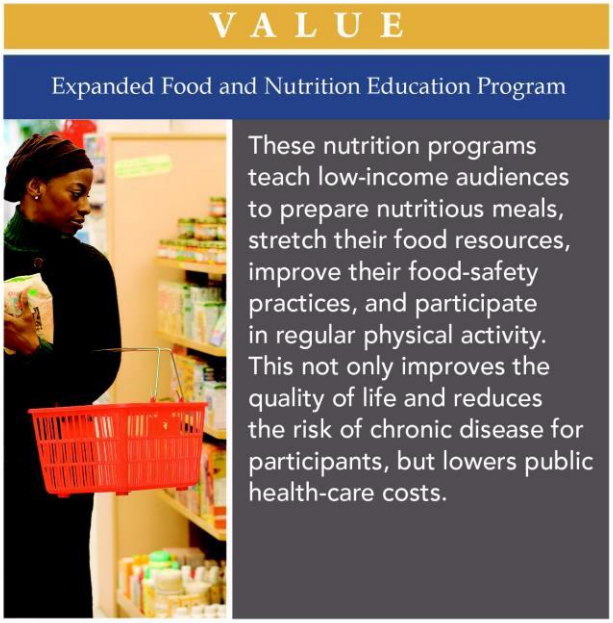
Youth Program:

The EFNEP – Youth program is directed toward low-income school-age youth. These students participate in a series of fun and educational lessons on good nutrition and food safety as part of summer programs, classroom and after-school activities. The following results show how youth participants' food behaviors improved after attending EFNEP classes.

- 88% improved ability to choose foods according to the Dietary Guidelines.
- 40% improved their safe food handling practices more often.
- 45% improved physical activity practices.

COST – BENEFITS OF EFNEP

Studies have shown that for every $1 spent of EFNEP, $10 were estimated to be saved in health care costs and $2 saved in food costs by participants. For Hidalgo County, this is $3.3 million in estimated health care cost savings and almost $657,218 in food costs.



4-H Family & Consumer Sciences Program

Hidalgo County 2014

Developed by Andrea Valdez-Family & Consumer Sciences Agent; Joey Gutierrez-4-H & Youth Development and Joanne Ureste-Family Resources Agent

Relevance

The Texas A&M Agrilife Extension Service's 4-H & Youth Development Program places great value on the 4-H Family & Consumer Sciences projects. These projects expose 4-H members to the academic disciplines of family and consumer science and help them gain valuable skills and knowledge that can be applied to daily life. These projects also teach leadership skills. Youth Healthy Lifestyles programs, and related youth health and nutrition programs, are one of the cornerstone programs of the Texas A&M Agrilife Extension Service. Nationally 19% of children ages 6-11 years old are obese. Childhood obesity is associated with an increased risk for diabetes, high blood pressure and adult overweight/obesity. The Food and Nutrition project teaches youth to eat balanced meals and the importance of fruits and vegetables to our diet. This is just one project of many available that teach valuable life skills. The goals of this program are to allow the Hidalgo County youth the opportunity to learn about living a healthy lifestyle and learn new life skills.

Results

County 4-H Family & Consumer Sciences Programs:

- 5 Youths attended State-level educational or competitive events
- 10 youths attended District-level educational or competitive events
- 65 youths attended County level educational or competitive events

Local Training Opportunities for Youth and Adults:

- 1 Fashion Show Clinic
- 2 Food Show/Food Challenge Clinics

Significant Family & Consumer Science Accomplishments from County Events & Activities:

- 1 County Food Challenge Team advanced to State
- 7 Fashion Show participants advanced to state
- 1 Hidalgo County 4-Her advanced to the National 4-H Fashion Show competition

4-H Leadership and Personal Development Programs

Hidalgo County 2014

Developed by Andrea Valdez- Family & Consumer Sciences Agent and Joey Gutierrez-4-H & Youth Development

Throughout the year, 4-H youth participate in a number of leadership and personal development programs. In the past year 48 youths attended state-level education or competitive events and 193 attended District-level educational or competitive events and 40 youths received 4-H Scholarships valued at $200,000.

County Leadership & Personal Development Programs:

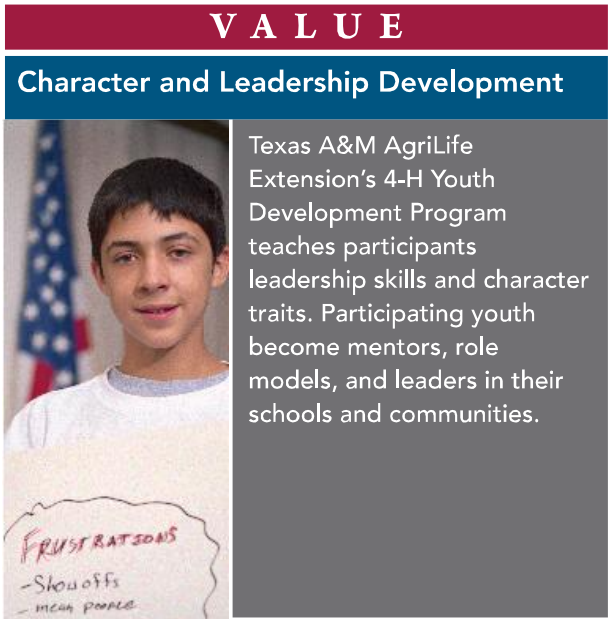
- 15 Youths attended state level leadership & Personal development educational or competitive events
- 33 Youths attended District 12 Leadership Lab
- 130 Youths attended District level Leadership & Personal Development education or competitive events

Local Training Opportunities:

- Recordbook Training 16 (total participation)
- 4-H Ambassador Training 14 (total participation)
- 4-H County Council Officer Training 8 (total participation)

Significant Leadership & Personal Development accomplishments from County events & activities:

4-Her's across Hidalgo County have attended prospect shows, including: Sharyland Rattler Round Up, Bobcat Show Down, Cowboy Classic, Cougar Classic, and Gilt by Association. The prospect shows are examples to the youth of responsibility, leadership and professionalism.



4-H & Youth Development

Hidalgo County 2014

Developed by Andrea Valdez, B.S. M.P.H-Family & Consumer Sciences Agent; Brad Cowan- Agriculture and Natural Resources Agent; and Joey Gutierrez- 4-H & Youth Development Agent

The 4-H Program provides youth in every Texas County the opportunity for personal and mental growth. Youth who get involved in 4-H build their self-esteem and skills, by attending leadership camps, meeting new people, giving presentations, competing in various County, District and State competitions, holding officer positions in clubs, attending clinics and workshops that build their knowledge in various subject areas and by giving back to the community in the form of community service. There are a total of 24 4-H Clubs throughout the county with 643 club members enrolled and 244 registered and screened volunteers supporting the clubs, and 72 club managers, co-managers, and project leaders.

The Hidalgo County 4-H program serves youth throughout the county. Alone, this year there was a total of 35, 205 youths reached or participated in 4-H. This includes the 4-H members in the county, school-based enrichment curriculum, and community based outreach.

The Hidalgo County 4-H Program carries its own leadership through the County 4-H Council (Youth organization) and the Adult Leaders & Parent Organization (ALPA). These two organizations provide support for the 4-H program and opportunities for the youth.

Top County 4-H Events:

- 4-H Photography contest 156
- 4-H Recordbook Contest 104
- 4-H County Round-Up 25
- 4-H County Fashion Show 35
- 4-H County Food Show and Food Challenge 55

Top Club Projects:

- Food & Nutrition
- Photography
- Rabbits
- Goats (Meat)
- Swine

Cooperative Extension Program- Livestock and Forage Plan

Hidalgo County-2014

Developed by Vidal H. Saenz, Extension Agent-Cooperative Extension Program (Farm Advisor)

Introduction

Agricultural producers from Hidalgo and Starr counties have been in a tough economic situation for many years due to weather related events such as extended drought. Because of this, they have endured large production and financial losses. A series of educational methods were conducted by 1890 Extension Agents to address new and existing risk management products and services.

Program

We collaborated with USDA-Risk Management Agency, USDA-Farm Service Agency, 1862 Land Grant University, local Extension Ag Advisory Committees and local agribusinesses to make producers aware of the risk management programs that they could utilize to protect their farm and ranch investments.
The following educational activities were organized, with the input and assistance of Extension Agriculture and Natural Resource Committee and the Hidalgo County Small Farm Advisory Committee.

- We organized a task force to discuss educational programming efforts and individuals involved to address issues. (Crop insurance agents)
- Utilized local crop insurance agents from the Rio Grande Valley to provide outreach on USDA-Risk Management Agency's Pasture, Range and Forage Insurance Program.
- Provided outreach on the sign-up deadlines for the Pasture, Range and Forage crop insurance program at various producer meetings held throughout the county.
- Utilized USDA-Farm Service Agency staff to provide updates on government disaster assistance programs and cost-sharing programs.
- Hosted several programs which provided outreach and education on USDA-Risk Management Agency's Feeder and Fed Cattle Price Risk Management Program, Brush Control Management and Beef Cattle Management.
- Agents evaluated data that was gathered by program participants, task force members and other stakeholders which will be used to evaluate the program.
- Agents shared the results with local County Commissioners Court and Leadership Advisory Board and other stakeholders.

Evaluation Method

A one-page retrospective post test evaluation form was administered to each participant. The survey was used to determine the level of clientele knowledge change required by the educational programming.

Collaborators

The following businesses assisted with resources to make this program possible:

- USDA-Farm Service Agency
- USDA-Risk Management Agency
- RY Livestock Sales, Inc.
- Starr Soil and Water Conservation District
- Texas-Mexico Border Coalition
- Starr County Farm Bureau

Results

The following results are shared from the program evaluation to indicate the achievements of the project:

• 91% of participants gained knowledge of USDA cost-sharing programs.
• 91% of participants gained knowledge of beef cattle management practices.
• 77.3% of participants gained knowledge of range management tools to maximize forage production.
• 91% of participants gained knowledge of internal/external parasite control in livestock
• 91% of participants gained knowledge of USDA-RMA Pasture, Range and Forage Insurance Program (Rainfall Index)
• 81.8% of participants gained knowledge of USDA-FSA programs and services

Summary

This program appeared to build knowledge and change perceptions concerning risk management and ranching practices. Producer responses indicate that they have a better appreciation for USDA-RMA and USDA-FSA programs. This program will continue, addressing new government programs as they become available.

Cooperative Extension Program- Financial, Marketing and Production Management

Hidalgo County- 2014

Developed by Vidal H. Saenz, Extension Agent-Cooperative Extension Program (Farm Advisor)
Serving Hidalgo, Cameron, Willacy and Starr Counties

Relevance

The Rio Grande Valley, which is composed of Hidalgo, Cameron, Willacy and Starr counties have gone through major agricultural disasters in the last few years. The nature of these disasters has been mainly drought that has caused loss of income to the agricultural producers of the area. Many agricultural producers and rural youth face numerous challenges in obtaining financial resources through commercial lending institutions because of the risk involved in farming and ranching and the local banks unwillingness to lend during these times of economic uncertainty. Many of these producers qualify for financing through USDA-Farm Service Agency, but are not aware of their programs or are overwhelmed by the paperwork involved in USDA's loan applications. Knowing that operating loan funds are available through USDA-Farm Service Agency, it is important that Extension offer support in financial planning and management to fill out the necessary paperwork correctly and remove all of the obstacles that impede agricultural producers from applying for these loans.

Response

The purpose of our program is to enhance the business management and marketing skills of agricultural producers who utilize our services. Targeted clientele will learn how to keep and improve production and financial records and generate personal and farm financial statements for their use in financial resource acquisition. This plan will address a wide range of activities such as livestock production, crop production, and financial management, marketing and applying for assistance under USDA programs.

The Cooperative Extension Program's **Small Farm Outreach Training and Technical Assistance Program** in Hidalgo County developed the following activities to address this relevant issue:

- The Hidalgo County Small Farm Advisory Committee provided direction for our 2014 programming efforts and assisted in marketing, evaluation and interpretation of the program.
- Provided outreach on USDA-Farm Service Agency loan programs at many Extension events, workshops and field days throughout the Rio Grande Valley.
- Collaborated with the Rio Grande Valley Agricultural Extension Agents and Ag Science Instructors to provide outreach on USDA's Youth Loan Program to 4-H and FFA members and parents.
- Provided outreach on our program and programming efforts in the local media for promotion.
- Assisted twelve USDA-Farm Service Agency borrowers in completing the FARM ASSIST program which helps them to satisfy the Borrower Training Requirements imposed on them by USDA-Farm Service Agency.
- Collaborated with the County Agricultural Agents in Starr, Hidalgo, Cameron and Willacy counties by providing educational programs focused on sustainable agriculture. Programs ranged from best management practices to control brush, nutritional practices for beef cattle and performance testing on bulls and heifers.
- Fifty-seven, one-on-one financial planning and management sessions for producers and youth seeking agricultural loans from USDA-Farm Service Agency.

Evaluation Methods/Results

A two-page retrospective post evaluation form was administered to a cross section of the program participants. The survey was used to determine the level of clientele knowledge gained by the educational programming that was provided.

Collaborators

The Small Farm Advisory Committee of Hidalgo County provides direction for the Program and we have collaborated with the following agencies to make this program successful: Texas Farm Credit, Elsa State Bank, Ry Livestock Sales, Inc., Hidalgo and Starr Counties Farm Bureau, Texas-Mexico Border Coalition, USDA-Natural Resources Conservation Service and USDA-Farm Service Agency.

Results

The following results were shared from the program evaluations to indicate the achievements of the Program:

- 95% of the program participants gain knowledge of USDA-Farm Service Agency's Direct and Guaranteed Loan Programs.
- 98% of the program participants gained the knowledge to develop a farm operating budget for their operation in 2014.
- 92% of the program participants said that they gained the knowledge necessary to keep production and financial records for securing financing for their farming and ranching operations.
- 100% of the program participants found out what their net worth (owner's equity) was at the end of the Program.
- 72% of the program participants said that they gained the ability to fill out a USDA-Farm Service Agency loan application properly, without any assistance needed, but would continue to use the Program's services if still available.
- 100% of the program participants were provided the technical assistance necessary in filling out the necessary paperwork involved in preparing their loan applications to submit to USDA-Farm Service Agency.
- 98% of the program participants were satisfied with the Program and would recommend it to other producers needing technical assistance in financial planning and management.

The breakdown of the loan types applied for are as follows: 6-Youth Loans, 19-1 yr. Operating Loans, 27-Capital expenditure loans (multiple year terms), 7-Farm Ownership loans and 16 Microloans.

Benefits/Impacts

All of the program participants that were able to submit a complete direct loan application to USDA-Farm Service Agency because all of the obstacles that impeded their full participation in the Program were removed. They were able to save a 2% fee on their loan requests by not having to utilize the services of a private loan consultant. The total money requested for 2014 amounted to $7,587,650. This amount multiplied by 2%, totals $151,753, which is the amount that an independent loan consultant would have charged. This was an average savings of $2,662.33 for each of the fifty-seven participants.

Small Acreage Horticultural Crop Plan

Hidalgo County – 2014

Developed by Barbara Storz, County Extension Agent – Horticulture with Vidal Saenz, Farm Advisor, and Ronnie Zamora, Cooperative Extension agent for Community Development in Willacy County and Jennifer Herrera, horticulturist, in Cameron County.

Relevance

South Texas has a population of 1 million people in an area well known for commercial crop production for over 100 years. There is growing interest in small acreage crops, as well as small animal production, as large farms give way to development and direct sales opportunities, such as farmers markets, expand. Often these small acreage producers have little or no knowledge of farming and ranching. This activity has generated a demand for basic production programs, as well as, programs on the business of agriculture.

Response

A variety of programs were planned with the Sustainable Ag Program Planning Committee and conducted for a total of 553 participants during 2014. These included:

- Strawberry production with a field day and tasting event (multi-county grant) (April)
- Wine Grape Field Day partnering with Rio Farms (March)
- Wine Grape Field Day partnering with Monte Alto Vineyard (July)
- Aquaponics Webinar with Dr. Joe Masabni, College Station (February)
- Aquaponics Workshop and Tour, Weslaco, with Andy McArdle (October)
- Backyard Laying Hens (July)
- Pollinator Program (June)
- Beekeeping Workshop (June)
- Meat Goat Workshop (July)
- Goat Reproduction Workshop in cooperation with Bradford Farms, Progresso (October)

Several specialists from both AgriLife Extension, A&M Kingsville and Extension in Corpus Christi and staff from the International Goat Research Center, A&M, Prairie View, provided program delivery for the Goat Workshop and the Goat Reproduction Workshop. The Meat Goat Workshop included several presentations on the business side of animal production and loan and grant information, along with production information. This was the third year for the goat workshops and Extension continues to get requests for programs on commercial goat production, both meat goats and dairy.

The strawberry grant is a multi-county grant project funded through a grant with the University of Arkansas and Wal-Mart Foundation. Hidalgo County initially hosted a program with Dr. Russ Wallace on strawberry production through a grant from NCAT (National Center for Appropriate Technology) in 2012. In 2013, Dr. Wallace secured the grant with the University of Arkansas for research on varieties that would work well across Texas, in two different production systems.

Results: Overall program evaluations indicate participants for small acreage programs were 48% female and 62% Hispanic. There was an 85% increase, over all programs, in understanding of the material presented; and 74% of participants expected to gain economically from what they learned. One participant reported, “I expect to gain financially just in knowing what to do and not spending money on things I do not need.”

The strawberry tasting identified three varieties that were most favored and these results were consistent with similar programs conducted in other parts of the state. The strawberry field day was heavily promoted and attendance (85) at this field day was the largest of several such events held in the state. One greenhouse grower commented that this "was a great workshop as I am trying to get ideas on new ways to utilize our greenhouse space to make up for the slow months."

Future Plans

These multi-county programs will continue in 2015 with support from Prairie View specialists/agents and Extension staff across the state.

- The strawberry grant has been renewed and local small acreage growers are currently growing these strawberries and reporting their progress with each variety. These farms will sell the strawberries and report on their sales results and production in early 2015. Additionally, we will conduct a field day in Weslaco lead by Dr. Juan Anciso, Vegetable Specialist.
- Evaluations of both Aquaponics programs indicate that attendees for these two programs were more interested in small home systems, rather than commercial systems. This may indicate that commercial growers are not yet considering aquaponics as an alternative production system for south Texas.
- Additionally, a large percentage of attendees (67%) expressed personal, rather than commercial, interest in the information on laying hens. This program was very well received with 99% percent of attendees expressing they valued the information provided. Only 31% percent expressed that they would benefit economically. Their comments including appreciation on feeding and diet supplement information, as well as the information on diseases, shelter, and safety. One person commented that they were "just planning on enjoying having chickens, not making money on them."
- Interest in wine grapes continues to expand, as does acreage, in south Texas. We now have acreage in Starr, Hidalgo, and Cameron counties. We have one commercial winery that has opened and another vineyard and winery that will be opening for tours and wine sales in 2015. This new winery has grown grapes since 2010 and is a totally organic operation.

V A L U E

New Landowner



Texas A&M AgriLife Extension Service programs for new and small acreage landowners teach paticipants the best practices to effectively manage the natural resources on their property. These practices help to conserve water, soil, and wildlife resources for all Texans. They also help to build local tax bases by increasing property values.

Extension Education in Hidalgo County

Personnel

Andrea Valdez, B.S., M.P.H : County Extension Agent-Family & Consumer Sciences, Hidalgo County Coordinator
Brad Cowan, B.S., M.A.: County Extension Agent- Agricultural & Natural Resources
Vidal Saenz, B.S., M.S.: Cooperative Extension Agent- Farm Advisor
Joey Gutierrez, B.S.: County Extension Agent- 4-H & Youth Development
Joanne Ureste, B.S.: County Extension Agent- Family Resources
Melissa De Leon, B.S: Extension Agent- Expanded Food & Nutrition Education Program

Carmen Avila: Family & Consumer Sciences Program Assistant
Frances Flores: Better Living for Texans Program Assistant
Yolanda Rios: Better Living for Texans Program Assistant
Nora Linda Cruz: Administrative Assistant II
Elena Almendarez: Administrative Assistant II
Mary Luz C. Patlan: Administrative Assistant II

Contact Us

Texas A&M Agrilife Extension Service
Hidalgo County
410 North 13th Ave
Edinburg, Texas 78541
Office: 956-383-1026
Fax: 956-383-1735
Hidalgo-tx@tamu.edu
http://hidalgo.agrilife.org

AI-49149 **WIC** **19. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Lactation Support Center Services - Strategic Expansion Program (1292):
1. Requesting approval to accept the Lactation Support Center Services - Strategic Expansion Program (LSCS-SEP) grant contract #2015-047694-001 in the amount of $195,000.00 for the period 04/01/2015 thru 08/31/2016.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act.
4. Requesting approval of Certification of Revenue in the amount of $195,000.00.
5. Requesting approval of the budget appropriation in the amount of $195,000.00 in grant funds.
6. Approval to create the following position:

Slot No.	Position Title	Proposed Budgeted Salary
0001	International Board Certified Lactation Consultant (IBCLC)	$63,000.00

7. Approval to create salary schedule in accordance with Commissioners Court action.

BACKGROUND

Budget represents initial funding from Texas Department of State Health Services.

No County Match- Federal funds.
5.1292.441.00.350.018.5.xxx

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5.1292.441.00.350.018.5.xxx

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

BUDGETARY IMPACT:

No County Match 100% Federal Funding.

Appropriation of funds in the amount of $195,000.00 for WIC LAC SUPP CENTER.

Revenue Account # 5-1292-334-10-350-018-5-000.

Attachments

Core Contract Lactation Support Center
FFATA Certification 2015
Certification of Lobbying
Budget Amendment- Revised
PAR & Job desc
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 04:40 PM
Obdett Calzada	Obdett Calzada	04/10/2015 03:18 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Margarita Gonzalez Started On: 03/31/2015 07:12 PM
Final Approval Date: 04/10/2015

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-047694 (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 HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $195,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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 04/01/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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, Section 12.051.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2015-047694-001 OTVFH - Lactation Support Center Services - Strategic Expansion Program (LSCS-SE

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. 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.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **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
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Evelyn Delgado	Ramon Garcia Printed Name and Title
Assistant Commissioner for Family and Community Health Services	**Hidalgo County Judge** Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	302 W. University Drive City, State, Zip
512.776.7321	(956)318-2600 Telephone Number
Evelyn.Delgado@dshs.state.tx.us	norma.longoria@wic.co.hidalgo.tx.us E-mail Address for Official Correspondence

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

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.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
HIDALGO COUNTY	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956)318-2600
Primary Address of Contractor: 302 S. University Edinburg, Texas 78539	**FFATA Contact #2 Name, Email and Phone Number:** Ray Eufracio ray.eufracio@auditor.co.hidalgo.tx.us (956)318-2600
ZIP Code: 9-digits Required www.usps.com 78539-3304	**DUNS Number: 9-digits Required www.ccr.gov** 103110834
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 17460000717606 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative Hidalgo County Judge	**Date**

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. 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 ☒ No

B. 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? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. 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 your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
For example:
John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

Signature

Date

Ramon Garcia
Print Name of Authorized Individual

2015-047694
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
Organization Name

DATE: 4/14/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC Lactation Support Center Services-Strategic Expansion Program

ACCOUNT NUMBER: 5.1292.441.00.350.018.5.XXX

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.018.5.113	Salaries	63,000.00
5.1292.441.00.350.018.5.211	Health Insurance	8,558.00
5.1292.441.00.350.018.5.212	Life Insurance	56.00
5.1292.441.00.350.018.5.220	FICA	4,953.00
5.1292.441.00.350.018.5.230	Retirement	6,883.00
5.1292.441.00.350.018.5.250	Unemployment	378.00
5.1292.441.00.350.018.5.260	Wokers comp.	592.00
5.1292.441.00.350.018.5.310	Indirect Cost	6,386.00
5.1292.441.00.350.018.5.581	In County Travel	460.00
5.1292.441.00.350.018.5.583	Out of County Travel	7,200.00
5.1292.441.00.350.018.5.584	Registration Fees	1,888.00
5.1292.441.00.350.018.5.540	Advertising	16,121.00
5.1292.441.00.350.018.5.441	Land & Bldg Rentals	18,000.00
5.1292.441.00.350.018.5.610	General Supplies	60,107.00
5.1292.441.00.350.018.5.640	Reference Material	418.00
	Total Program Expenditures	195,000.00
5.1292.334.10.350.018.5.XXX	WIC Lactation Program Revenue	195,000.00
	Total Program Revenues	195,000.00

REASON: Appropriate grant award for the full grant cycle 4/1/15 thru 8/31/16.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350
5-1292-441-00-350-018-5
CURRENT POSITION TITLE:

DATE: 3-31-15

CURRENT SLOT. #: 01

REQUESTED POSITION TITLE: (For new positions or reclassifications) International Board Certified Lactation Consultant(IBCLC)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 63,000.00 (Proposed Budgeted Salary) $ ~~0~~ 63,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other New Grant

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)

Postion needed to service WIC and None WIC Breastfeeding moms through new Lactation Center Expansion Grant.

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3-31-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/9/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4-13-2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT

GENERAL DESCRIPTION

Under the direct supervision of the Registered Nurse IBCLC, performs moderate to high senior level professional lactation consultations independently within the scope of practice attributed to the skills of a International Board Certified Lactation Consultant. Responsible for the implementation of the standards of care and guidelines required to assist breastfeeding mothers in all areas of breastfeeding support, with the purpose to maintain breastfeeding and increase the duration of breastfeeding. Assist Lactation Care Center staff (consultants and peer counselors) and work in cooperation with hospitals, local state WIC Clinics.

EXAMPLES OF WORK PERFORMED

Observes, assesses, plans, performs specific care and evaluates participants' care based on assessments. Provides teaching to clients and their families. Performs all related activities according to acceptable IBCLC evidence based practices and procedures

Coordinates WIC breastfeeding activities within local hospitals and community organizations

Reviews literature and research findings to keep abreast of current lactation protocols and helps to serve as a resource for breastfeeding information to WIC participants, and staff

Demonstrates knowledge of breastfeeding principles, practices, procedures. Develops individual feeding plan and counsels clients along with support members

Maintains a system which insures the follow-up and continuous care for mothers and infants referred by hospitals, agencies and clinics

Records clients' progress and concerns. Informs clients of available referral services

Helps to collect and monitor Lactation Care Center; Statistics in order to compile reports

Conducts baby behavior and lactation classes as needed.

Audits and monitors breast pumps, breastfeeding aids and other breastfeeding materials in the Lactation Center

Participates in community outreach activities to promote Lactation Care services

Attends monthly supervisors' meetings and other required trainings

Perform utilization reviews, analyzes data, and makes recommendations to Registered Nurse/IBCLC

Assists with the training of all staff that provide direct breastfeeding services to participants

Attends work on the regular and predictable schedule in accordance with Hidalgo County leave policy and performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited two-year College with a minimum of an Associates Degree in Health, Nutrition or related field and two to three years of experience providing lactation support and instruction. Two (2) years of experience may substitute one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses, & Registrations

IBCLC Certification by International Board of Lactation Consultant Examiners.

Current Immunization Record and an annual Tuberculin test

Must possess a 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 provide patient care, prepare and maintain follow-up on clients' records, organize, coordinate, and evaluate the Lactation Center activities and delivery of breastfeeding support services

Ability to train all levels of staff

Ability to analyze research data and compile reports

Knowledge and application of computer programs to include MS office software

Ability to plan, organize, schedule, and coordinate resources effectively

Effective oral and written communication skills

Completion of all required WIC modules during the probationary period

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



COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 10, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$195,000.00	Award No. 2015-047694-001 Lactation Support Center Services Strategic Expansion Program (LSCS-SEP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

Date 4/10/15

HIDALGO COUNTY DISTRICT JUDGES

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

AI-49149 **WIC** **34. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Lactation Support Center Services - Strategic Expansion Program (1292):
1. Requesting approval to accept the Lactation Support Center Services - Strategic Expansion Program (LSCS-SEP) grant contract #2015-047694-001 in the amount of $195,000.00 for the period 04/01/2015 thru 08/31/2016.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act.
4. Requesting approval of Certification of Revenue in the amount of $195,000.00.
5. Requesting approval of the budget appropriation in the amount of $195,000.00 in grant funds.
6. Approval to create the following position:

Slot No.	Position Title	Proposed Budgeted Salary
0001	International Board Certified Lactation Consultant (IBCLC)	$63,000.00

7. Approval to create salary schedule in accordance with Commissioners Court action.

BACKGROUND

Budget represents initial funding from Texas Department of State Health Services.

No County Match- Federal funds.
5.1292.441.00.350.018.5.xxx

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5.1292.441.00.350.018.5.xxx

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

BUDGETARY IMPACT:

No County Match 100% Federal Funding.

Appropriation of funds in the amount of $195,000.00 for WIC LAC SUPP CENTER.

Revenue Account # 5-1292-334-10-350-018-5-000

Attachments

Core Contract Lactation Support Center
FFATA Certification 2015
Certification of Lobbying
PAR Form
Budget Amendment- Revised
Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 04:40 PM
Obdett Calzada		
Auditor's Office		
Purchasing Department		
Form Started By: Margarita Gonzalez		Started On: 03/31/2015 07:12 PM

Gerardo Salinas

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Friday, April 10, 2015 11:31 AM
To: Gerardo Salinas
Cc: norma.longoria
Subject: Certification of Revenues
Attachments: BA Lactation Support Ctr..xls

Jerry,

Please process a Certification of Revenue in the amount of $195,000.00 The certification is in reference to grant number 5.1292.441.00.350.018.5.xxx. (see attachment).

Appropriation of said funds will be on agenda item AI-49149, from meeting date 04/14/15.

If additional information is required, please call or e-mail.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-047694 (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 HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $195,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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 04/01/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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, Section 12.051.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

2015-047694-001 OTVFH - Lactation Support Center Services - Strategic Expansion Program (LSCS-SE

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. 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.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **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
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Evelyn Delgado	Ramon Garcia
	Printed Name and Title
Assistant Commissioner for Family and Community Health Services	Hidalgo County Judge
	Address
1100 WEST 49TH STREET	302 W. University Drive
AUSTIN, TEXAS 78756	City, State, Zip
512.776.7321	(956)318-2600
	Telephone Number
Evelyn.Delgado@dshs.state.tx.us	norma.longoria@wic.co.hidalgo.tx.us
	E-mail Address for Official Correspondence

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

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.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
HIDALGO COUNTY	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956)318-2600
Primary Address of Contractor: 302 S. University Edinburg, Texas 78539	**FFATA Contact #2 Name, Email and Phone Number:** Ray Eufracio ray.eufracio@auditor.co.hidalgo.tx.us (956)318-2600
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 9 - 3 3 0 4	**DUNS Number: 9-digits Required www.ccr.gov** 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative Hidalgo County Judge	**Date**

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. 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 ☒ No

B. 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? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. 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 your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
For example:
John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

Signature

Date

Ramon Garcia
Print Name of Authorized Individual

2015-047694
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
Organization Name

DATE: 4/10/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC Lactation Support Center Services-Strategic Expansion Program

ACCOUNT NUMBER: 5.1292.441.00.350.018.5.XXX

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.018.5.113	Salaries	63,000.00
5.1292.441.00.350.018.5.211	Health Insurance	8,558.00
5.1292.441.00.350.018.5.212	Life Insurance	56.00
5.1292.441.00.350.018.5.220	FICA	4,953.00
5.1292.441.00.350.018.5.230	Retirement	6,883.00
5.1292.441.00.350.018.5.250	Unemployment	378.00
5.1292.441.00.350.018.5.260	Wokers comp.	592.00
5.1292.441.00.350.018.5.310	Indirect Cost	6,386.00
5.1292.441.00.350.018.5.581	In County Travel	460.00
5.1292.441.00.350.018.5.583	Out of County Travel	7,200.00
5.1292.441.00.350.018.5.584	Registration Fees	1,888.00
5.1292.441.00.350.018.5.540	Advertising	16,121.00
5.1292.441.00.350.018.5.441	Land & Bldg Rentals	18,000.00
5.1292.441.00.350.018.5.610	General Supplies	60,107.00
5.1292.441.00.350.018.5.640	Reference Material	418.00
	Total Program Expenditures	195,000.00
5.1292.334.10.350.018.5.XXX	WIC Lactation Program Revenue	195,000.00
	Total Program Revenues	195,000.00

REASON: Appropriate grant award for the full grant cycle 4/1/15 thru 8/31/16.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350
5-1292-441-00-350-018-5

DATE: 3-31-15

CURRENT POSITION TITLE:

CURRENT SLOT. #: 01

REQUESTED POSITION TITLE: International Board Certified Lactation Consultant(IBCLC)
(For new positions or reclassifications)

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 63,000.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

[X] Other New Grant

POSITION Type:

Full Time Employee Object 113 [X] 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	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Postion needed to service WIC and None WIC Breastfeeding moms through new Lactation Center Expansion Grant.

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	3-31-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT

GENERAL DESCRIPTION

Under the direct supervision of the Registered Nurse IBCLC, performs moderate to high senior level professional lactation consultations independently within the scope of practice attributed to the skills of a International Board Certified Lactation Consultant. Responsible for the implementation of the standards of care and guidelines required to assist breastfeeding mothers in all areas of breastfeeding support, with the purpose to maintain breastfeeding and increase the duration of breastfeeding. Assist Lactation Care Center staff,(consultants and peer counselors) and work in cooperation with hospitals, local state WIC Clinics.

EXAMPLES OF WORK PERFORMED

Observes, assesses, plans, performs specific care and evaluates participants' care based on assessments. Provides teaching to clients and their families. Performs all related activities according to acceptable IBCLC evidence based practices and procedures.

Coordinates WIC breastfeeding activities within local hospitals and community organizations.

Reviews literature and research findings to keep abreast of current lactation protocols and helps to serve as a resource for breastfeeding information to WIC participants, and staff.

Demonstrates knowledge of breastfeeding principles, practices, procedures. Develops individual feeding plan and counsels clients along with support members.

Maintains a system which insures the follow-up and continuous care for mothers and infants referred by hospitals, agencies and clinics.

Records clients' progress and concerns. Informs clients of available referral services.

Helps to collect and monitor Lactation Care Center; Statistics in order to compile reports.

Conducts baby behavior and lactation classes as needed.

Audits and monitors breast pumps, breastfeeding aids and other breastfeeding materials in the Lactation Center.

Participates in community outreach activities to promote Lactation Care services.

Attends monthly supervisors' meetings and other required trainings.

Perform utilization reviews, analyzes data, and makes recommendations to Registered Nurse/IBCLC.

Assists with the training of all staff that provide direct breastfeeding services to participants.

Attends work on the regular and predictable schedule in accordance with Hidalgo County leave policy and performs other duties as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited two-year College with a minimum of an Associates Degree in Health, Nutrition or related field and two to three years of experience providing lactation support and instruction. Two (2) years of experience may substitute one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses, Registrations

IBCLC Certification by International Board of Lactation Consultant Examiners.

Current Immunization Record and an annual Tuberculin test

Must possess a 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 provide patient care, prepare and maintain follow-up on clients' records, organize, coordinate, and evaluate the Lactation Center activities and delivery of breastfeeding support services.

Ability to train all levels of staff.

Ability to analyze research data and compile reports.

Knowledge and application of computer programs to include MS office software.

Ability to plan, organize, schedule, and coordinate resources effectively.

Effective oral and written communication skills.

Completion of all required WIC modules during the probationary period.

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

AI-49260 **Auditor's Office** **20. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Certification of revenues for interest earned in 2015 for Certificates of Obligation, Series 2002 (Fund 1432) and Certificates of Obligation, Series 2004 (Fund 1434).

2. Approval of 2015 interfund transfer from Certificates of Obligation, Series 2002 (Fund 1432) and Certificates of Obligation, Series 2004 (Fund 1434) to Refunding Bonds, Series 2014A (Fund 1443) in the total amount of $237, 038.33 to close out retired debt service funds (Funds 1432 and 1434).

BACKGROUND

All bond principal and interest related to Certificates of Obligation, Series 2002 (Fund 1432) and Certificates of Obligation, Series 2004 (Fund 1434) have been paid.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding available as of 4-9-15

Attachments

Interfund transfer docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 10:44 AM
Manuel Chapa	Manuel Chapa	04/10/2015 11:07 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Maria Medina		Started On: 04/09/2015 10:05 AM

Final Approval Date: 04/10/2015

DATE: April 9, 2015

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
5 -1432 362 -10 -000 -000 -0 -000	CO 2002-INTEREST EARNINGS	$ 0.94
5 -1432 -491 -01 -000 -443 -0 -891	TRANSFERS OUT-REF BONDS 2014A	66,738.34
5 -1434 -362 -10 -000 -000 -0 -000	CO 2004-INTEREST EARNINGS	3.30
5 -1434 -491 -01 -000 -443 -0 -891	TRANSFERS OUT-REF BONDS 2014A	170,299.99
5 -1443 -391 -01 -000 -432 -0 -000	TRANSFERS IN-CERT OF OBLIG,2002	66,738.34
5 -1443 -391 -01 -000 -434 -0 -000	TRANSFERS IN-CERT OF OBLIG,2004	170,299.99
	Net Effect to Budgeted Fund Balance - 1432	$ (66,737.40)
	Net Effect to Budgeted Fund Balance - 1434	$ (170,296.69)
	Net Effect to Budgeted Fund Balance - 1443	$ 237,038.33

REASON: Transfer fund balance of $66,737.40 from retired Debt Service Fund 1432 (Cert of Oblig, 2002) and $170,296.69 from retired Debt Service Fund 1434 (Cert of Oblig, 2004) to Debt Service Fund 1443 (Ref Bonds, 2014A).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1432	**CERTIFICATES OF OBLIGATION, SERIES 2002**				
	5-1432-101-00-000-000-0-000 CO 2002-CASH	27,119.43	.00	39,618.91	66,738.34
	5-1432-103-00-000-000-0-000 CO 2002-TIME DEPOSITS	.00	.00	.00	.00
	5-1432-103-10-000-000-0-000 CO 2002-TIME DEP/FLEXICASH	8,000.00	.00	-8,000.00	.00
	5-1432-104-00-000-000-0-000 CO 2002-INTEREST RECEIVABLE	.65	.00	-.65	.00
	5-1432-105-00-000-000-0-000 CO 2002-TAXES RECV-CURRENT	38,721.67	.00	.00	38,721.67
	5-1432-105-10-000-000-0-000 CO 2002-RSRV UNCOLL TAXES-CURRENT	-8,525.85	.00	.00	-8,525.85
	5-1432-107-00-000-000-0-000 CO 2002-TAXES RECV-DELINQUENT	106,319.46	.00	.00	106,319.46
	5-1432-107-10-000-000-0-000 CO 2002-RSRV UNCOLL TAXES-DELINQUENT	-127,548.84	.00	.00	-127,548.84
	5-1432-115-00-000-000-0-000 CO 2002-ACCOUNTS RECEIVABLE	.00	.00	8,813.99	8,813.99
	5-1432-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	31,617.32	.00	-40,431.31	-8,813.99
	5-1432-130-01-000-438-0-000 DUE FROM/TO REF BONDS, 2007	.00	.00	.00	.00
	5-1432-130-01-000-443-0-000 DUE FROM/TO REF BONDS, 2014A	.00	.00	.00	.00
	Total Assets	**75,703.84**	**.00**	**.94**	**75,704.78**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1432	**CERTIFICATES OF OBLIGATION, SERIES 2002**				
5-1432-202-00-000-000-0-000	CO 2002-ACCOUNTS PAYABLE	.00	.00	.00	.00
5-1432-241-00-000-000-0-000	CO 2002-UNAVAILABLE REVENUE	8,966.44	.00	.00	8,966.44
	Total Liabilities	8,966.44	.00	.00	8,966.44
5-1432-270-00-000-000-0-000	CO 2002-BUDGETED FUND BALANCE	.00	.00	.00	.00
5-1432-258-00-000-000-0-000	CO 2002-UNASSIGNED FUND BALANCE	66,737.40	.00	.00	66,737.40
	Total Equity	66,737.40	.00	.00	66,737.40
5-1432-275-00-000-000-0-000	CO 2002-ESTIMATED REVENUES	.00	.00	.00	.00
5-1432-276-00-000-000-0-000	CO 2002-REVENUE CONTROL	.00	.00	.94	.94 – interest
5-1432-271-00-000-000-0-000	CO 2002-APPROPRIATIONS	.00	.00	.00	.00
5-1432-272-00-000-000-0-000	CO 2002-EXPENDITURE CONTROL	.00	.00	.00	.00
5-1432-273-00-000-000-0-000	CO 2002-ENCUMBRANCE CONTROL	.00	.00	.00	.00
5-1432-274-00-000-000-0-000	CO 2002-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
	Total Controls	.00	.00	.94	.94
	Total Equity and Control	66,737.40	.00	.94	66,738.34
	Total Liabilities and Equity	75,703.84	.00	.94	75,704.78
	Other Sources/Uses	.00	.00	.00	.00
	*Fund is in Balance .00				

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1434	**CERTIFICATES OF OBLIGATION, SERIES 2004**				
	5-1434-101-00-000-000-0-000 CO 2004-CASH	65,473.34	.00	104,826.65	170,299.99
	5-1434-103-00-000-000-0-000 CO 2004-TIME DEPOSITS	.00	.00	.00	.00
	5-1434-103-10-000-000-0-000 CO 2004-TIME DEP/FLEXICASH	28,000.00	.00	-28,000.00	.00
	5-1434-104-00-000-000-0-000 CO 2004-INTEREST RECEIVABLE	2.26	.00	-2.26	.00
	5-1434-105-00-000-000-0-000 CO 2004-TAXES RECV-CURRENT	86,294.00	.00	.00	86,294.00
	5-1434-105-10-000-000-0-000 CO 2004-RSRV UNCOLL TAXES-CURRENT	-19,000.47	.00	.00	-19,000.47
	5-1434-107-00-000-000-0-000 CO 2004-TAXES RECV-DELINQUENT	226,696.01	.00	.00	226,696.01
	5-1434-107-10-000-000-0-000 CO 2004-RSRV UNCOLL TAXES-DELINQUENT	-214,616.64	.00	.00	-214,616.64
	5-1434-115-00-000-000-0-000 CO 2004-ACCOUNTS RECEIVABLE	.00	.00	21,308.12	21,308.12
	5-1434-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	76,821.09	.00	-98,129.21	-21,308.12
	5-1434-130-01-000-438-0-000 DUE FROM/TO REF BONDS, 2007	.00	.00	.00	.00
	5-1434-130-01-000-443-0-000 DUE FROM/TO REF BONDS, 2014A	.00	.00	.00	.00
	Total Assets	**249,669.59**	.00	3.30	**249,672.89**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1434 CERTIFICATES OF OBLIGATION, SERIES 2004				
5-1434-202-00-000-000-0-000 CO 2004-ACCOUNTS PAYABLE	.00	.00	.00	.00
5-1434-241-00-000-000-0-000 CO 2004-UNAVAILABLE REVENUE	79,372.90	.00	.00	79,372.90
Total Liabilities	**79,372.90**	**.00**	**.00**	**79,372.90**
5-1434-270-00-000-000-0-000 CO 2004-BUDGETED FUND BALANCE	.00	.00	.00	.00
5-1434-258-00-000-000-0-000 CO 2004-UNASSIGNED FUND BALANCE	170,296.69	.00	.00	170,296.69
Total Equity	**170,296.69**	**.00**	**.00**	**170,296.69**
5-1434-275-00-000-000-0-000 CO 2004-ESTIMATED REVENUES	.00	.00	.00	.00
5-1434-276-00-000-000-0-000 CO 2004-REVENUE CONTROL	.00	.00	3.30	3.30 — Interest
5-1434-271-00-000-000-0-000 CO 2004-APPROPRIATIONS	.00	.00	.00	.00
5-1434-272-00-000-000-0-000 CO 2004-EXPENDITURE CONTROL	.00	.00	.00	.00
5-1434-273-00-000-000-0-000 CO 2004-ENCUMBRANCE CONTROL	.00	.00	.00	.00
5-1434-274-00-000-000-0-000 CO 2004-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**3.30**	3.30
Total Equity and Control	**170,296.69**	**.00**	**3.30**	170,299.99
Total Liabilities and Equity	**249,669.59**	**.00**	**3.30**	249,672.89
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
*Fund is in Balance .00				

Linda Fong

From: David Cepeda [dcepeda@rg-legal.com]
Sent: Thursday, February 23, 2012 2:57 PM
To: 'Linda Fong'
Cc: 'Chuy Ramirez'
Subject: RE: Transfer of Surplus in Debt Service Fund
Attachments: DOC022312-005.pdf

Ms. Fong:

Please see the attached letter from Mr. Ramirez.

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 4:37 PM
To: Jesus Ramirez
Cc: David Cepeda
Subject: Transfer of Surplus in Debt Service Fund

Good Afternoon Chuy,

Is it permissible to transfer the surplus in a debt service fund for COs and/or Refunding Bonds for which all principal and interest has been paid in full to other debt service funds of outstanding COs and/or Refunding Bonds? If you have previously opined on this matter, I would greatly appreciate a copy of the opinion. If not, could you give me your thoughts on this matter. I requested an opinion from Atlas & Hall but they referred me to bond counsel.

Thank you for your time and attention to this matter. If you have any questions please call me at 318-2511 ext. 4668.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
Jesus Ramirez
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589
Phone: (956) 502-5424 Fax: (956) 502-5007
Writer's e-mail address: jramirez@rg-legal.com
Jose R. Guerrero
Robert Schell

February 23, 2012

Ms. Linda Fong
First Assistant Auditor
County Auditor's Office
Hidalgo County

Ms. Fong:

Generally, the answer is yes. The only cautions typically applicable are these:

1. Make sure none of the money that you are transferring constitutes bond sales proceeds (sometimes we deposit accrued interest to the I & S fund. But under our documents, that money is out FIFO to pay interest within no later than one year from issuance. So, you typically will not have this problem.

2. The other caution is record-keeping. As you know, you have the 5 year arbitrage review. You want to make certain that you formally record that certain monies in the I & S Fund are no longer allocable to Series X, but are no allocable to Series Y. Since you advise that the bonds have been paid off, then the disallocation has already occurred by virtue of the final defeasance of that series.

3. Overabundance of caution: assure yourself that the monies constitute entirely local taxes, penalties and interest.

Let me know if I can be of further service.

Very truly yours,

Jesus Ramirez

AI-49280 **Planning Department** **21. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Irma Castillo,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and Possible Action to execute the LPA Standard Utility Agreement for FM 681 with Southwestern Bell Telephone Company d/b/a AT&T Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

5-1315-431-00-123-070-0-841

5-1315-431-00-123-071-0-841

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 08:20 AM
Glinda Pacheco	Glinda Pacheco	04/10/2015 05:20 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Irma Castillo Started On: 04/09/2015 03:38 PM

Final Approval Date: 04/10/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

FM 681 AT&T REMOTE TERMINAL BOX FACILITY ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and Southwestern Bell Telephone Company d/b/a AT&T Texas, hereinafter referred to as "Utility", acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: *Replacement and relocation of 3 existing Remote Terminal Box Facilities* to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands, as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.

2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to

supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.

4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.

5. The Utility will endeavor to perform this work at its earliest window of opportunity.

6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and pre-approval by TxDOT, make payment to the Utility.

7. This agreement in its entirety consists of the following:

    a. LPA Standard Utility Agreement;
    b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
    c. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "B")(2 Originals);
    d. Schedule (Start & End Dates)
    e. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "C")(2 Originals and 1 copy of recorded instrument);
    f. Eligibility Ratio(Attachment "D")(2 Originals),
    g. Cost Comparison (if Betterment) (Attachment "D")(2 Originals),
    h. Betterment Statement (Attachment "D")(2 Originals),
    i. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "E")(2 Originals), if applicable,
    j. Joint Use Agreement (Attachment "F")(2 Originals), if applicable.

    All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs

covered by a modification of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide "as-built" plans to the County within sixty (60) days of the completion of the work.

9. This agreement is subject to immediate cancellation by the County at any time up to the date that work under this Agreement has been authorized and that such cancellation will not create any liability on the part of the County.

10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.

11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney's fees caused by the Utility's actions and/or conduct.

12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.

13. 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 Utility: Southwestern Bell Telephone Company d/b/a AT&T Texas
Attention: Lucy Salinas, Area Manager OSP Planning and Engineering Design
721 Beech Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

14. 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.

15. 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.

16. 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

17. 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.

18. Assignment: This Agreement shall not be assignable.

19. 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.

20. 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.

21. Authority to Execute. The execution and performance of this Agreement by the Utility 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 Utility and County in accordance with its terms.

22. 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.

23. 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.

24. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

By: _____
Lucy Salinas, Area Manager OSP
Planning and Engineering Design

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

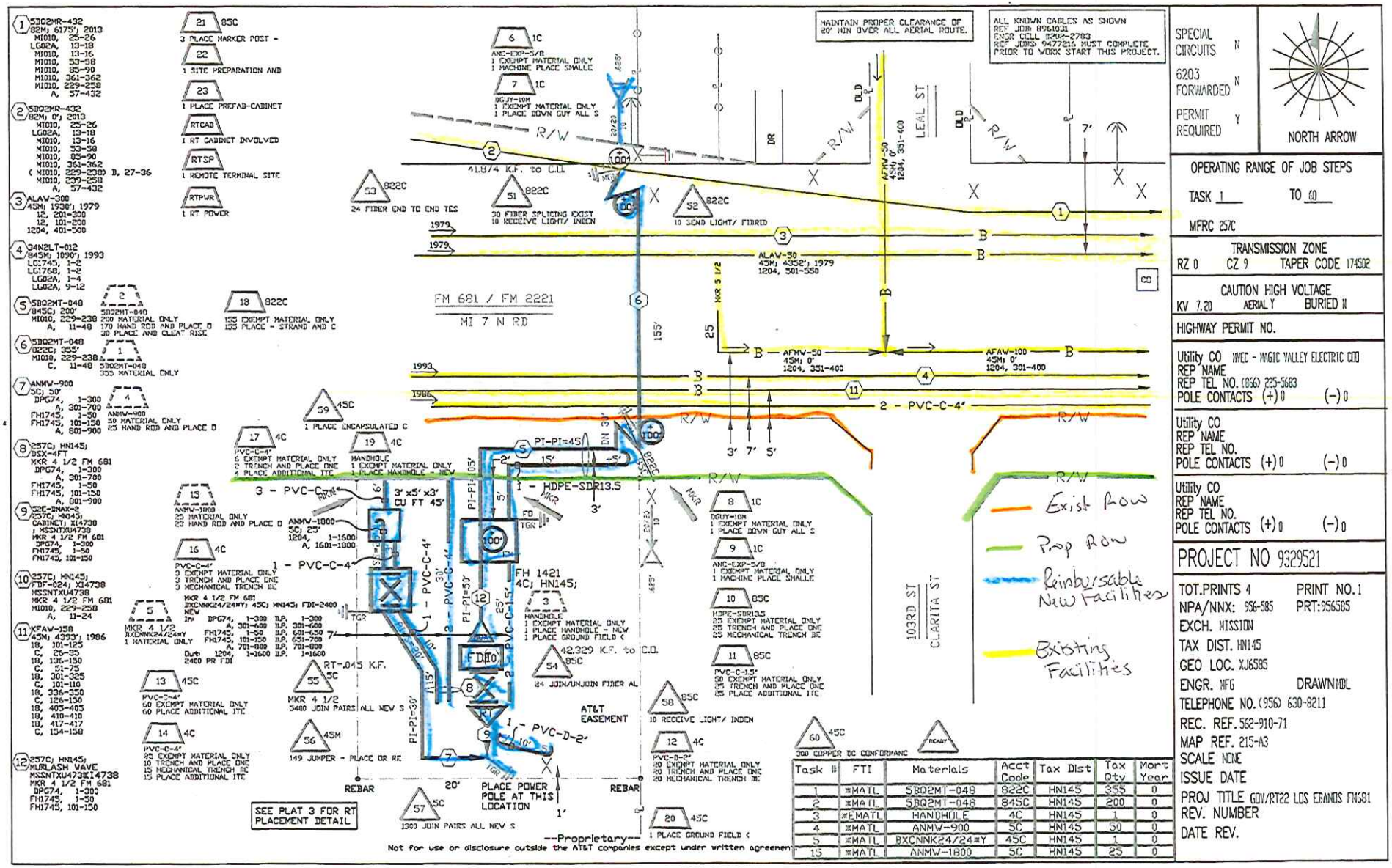
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

ATTACHMENT A

MSSNTXU4738 / 7 MILE & CLARITA ST / JOB # 9329521

MATERIALS/ EQUIPMENT	DESCRIPTION	Unit	Price	Total	TOTAL COST
	TELLABS 1000 E/W3; 52EU CAB; E/W (1) FW4100ES;56T1	1 EACH	$74,795.00	$ 74,795.00	
	TELLABS 1000 RT E-POTS CARD	30 EACH	$704.00	$ 21,120.00	
	TELLABS 1000 COMMONS DLP CARD	1 EACH	$1,447.00	$ 1,447.00	
	TELLABS 1000 COMMONS EBC-3 CARD	1 EACH	$700.00	$ 700.00	
	TELLABS 1000 COMMONS MTU CARD	1 EACH	$449.00	$ 449.00	
	SAI - 2700 PR	1 EACH	$9,502.32	$ 9,502.32	
	TELLABS 1000 LET GR303 BAY 8 DMAX	1 EACH	$6,000.00	$ 6,000.00	
	REPEATER SHELF	1 EACH	$10,000.00	$ 10,000.00	
	REPEATER CARDS	12 EACH	$704.00	$ 8,448.00	
	PREFABRICATED CONCRETE PAD	1 EACH	$500.00	$ 500.00	
	COPPER				
	ANMW-1800	25 FT	$40.00	$ 1,000.00	
	ANMW-900	50 FT	$15.00	$ 750.00	
	FIBER	620 FT	$1.10	$ 682.00	
	HANDHOLES	2 EACH	$800.00	$ 1,600.00	
	CONDUITS				
	4" HDPE	25 FT	$2.50	$ 62.50	
	4" PVC-C	165 FT	$1.25	$ 206.25	
	POLE 25' - CLASS 5 (For drop down pwr service for RT)	1 EACH	$225.00	$ 225.00	
	ANCHOR AND GUY	1 EACH	$125.00	$ 125.00	
	6 white stranded wire, black stranded wire for RT pwr			$ 600.00	
	10 green stranded wire to provide pwr service for RT			$ 400.00	
TOTAL COST SUMMARY (MATERIAL)					**$138,612.07**
ENGINEERING	AT&T DESIGN ENGINEERING LABOR	40 HRS	$150.00	$ 6,000.00	
SPLICING	AT&T SPLICING LABOR	150 HRS	$150.00	$ 22,500.00	
TOTAL COST SUMMARY (ATT LABOR)					**$28,500.00**
CONTRACT LABOR	CONTRACT ENGINEER			$ 5,000.00	
	PLACE PREFAB CONCRETE PAD & DISTRIBUTION SAI	1 EACH	$500.00	$ 500.00	
	PLACE PREFAB CONCRETE PAD & REMOTE TERMINAL	1 EACH	$1,500.00	$ 1,500.00	
	HANDHOLE/CONDUIT/COPPER/FIBER PLACEMENTS			$ 3,600.00	
	REMOVAL			$ 1,000.00	
	SURVEY & EASEMENT ACQUISITION			$ 2,625.00	
	EASEMENT COST			$ 20,000.00	
	INSTALL 100 AMP ELECTRIC SERVICE ON NEW METER POLE; CONNECT CONDUIT AND WIRING TO NEW RT UNIT			$ 2,750.00	
TOTAL COST SUMMER (CONTRACT LABOR)					**$36,975.00**
AEP POWER APPLICATION & TRANSFER	COSTS INCURRED AND PAYMENT MADE DUE TO DESIGN POINT REQUIREMENTS NECESSITATING ACTUAL MEASUREMENTS IN ORDER TO COMPLETE DESIGN PHASE			$ 750.00	
AEP POWER APPLICATION & TRANSFER					**$750.00**
TOTAL COST					**$204,837.07**



Task	#	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1		*MATL	5802MT-048	822C	HN145	355	0
2		*MATL	5802MT-048	845C	HN145	200	0
3		*EMATL	HANDHOLE	4C	HN145	1	0
4		*MATL	ANMW-900	5C	HN145	50	0
5		*MATL	BXCNNK24/24*Y	45C	HN145	1	0
15		*MATL	ANMW-1800	5C	HN145	25	0

SPECIAL CIRCUITS	N
6203 FORWARDED	N
PERMIT REQUIRED	Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 60
MFRC 257C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 174502

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

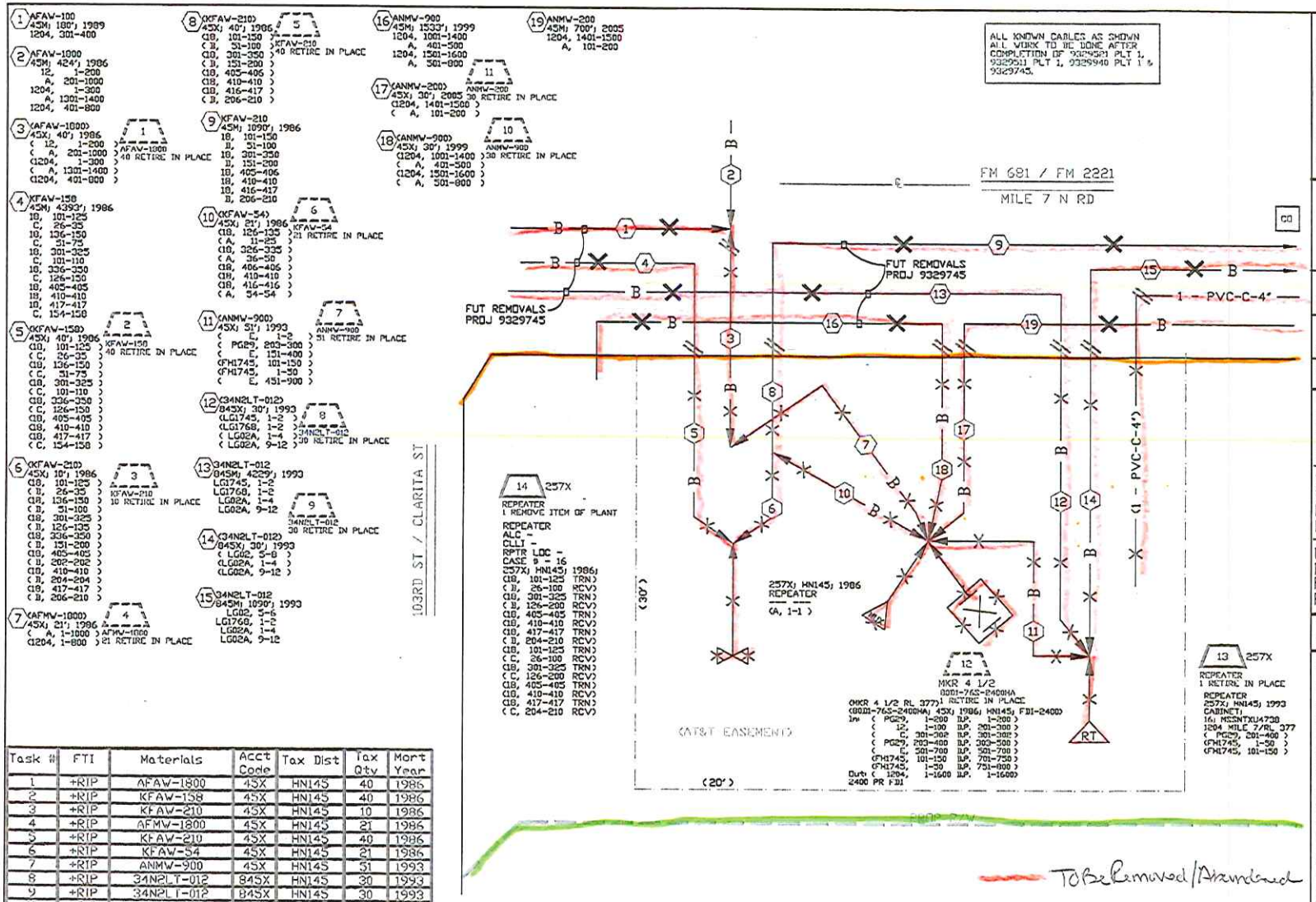
Utility CO NVEC - MAGIC VALLEY ELECTRIC COO
REP NAME
REP TEL NO. (866) 225-5683
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329521

TOT.PRINTS 4 PRINT NO. 1
NPA/NNX: 956-585 PRT: 956585
EXCH. MISSION
TAX DIST. HN145
GEO LOC. XJ6585
ENGR. NFG DRAWN MDL
TELEPHONE NO. (956) 630-8211
REC. REF. 562-910-71
MAP REF. 215-A3
SCALE NONE
ISSUE DATE
PROJ TITLE GOV/RT22 LOS EBANOS FM681
REV. NUMBER
DATE REV.



Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	+RIP	AFAW-1800	45X	HN145	40	1986
2	+RIP	KFAW-158	45X	HN145	40	1986
3	+RIP	KFAW-210	45X	HN145	10	1986
4	+RIP	AFMW-1800	45X	HN145	21	1986
5	+RIP	KFAW-210	45X	HN145	40	1986
6	+RIP	KFAW-54	45X	HN145	21	1986
7	+RIP	ANMW-900	45X	HN145	51	1993
8	+RIP	34N2LT-012	845X	HN145	30	1993
9	+RIP	34N2LT-012	845X	HN145	30	1993
10	+RIP	ANMW-900	45X	HN145	30	1999
11	+RIP	ANMW-200	45X	HN145	30	2005
12	+RIP	80D1-76S-2400HA	45X	HN145	1	1986

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 14
MFRC 45X

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 174502

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO AEPC - AEP-CENTRAL POWER & LIGHT
REP NAME
REP TEL NO. (877) 373-4858
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

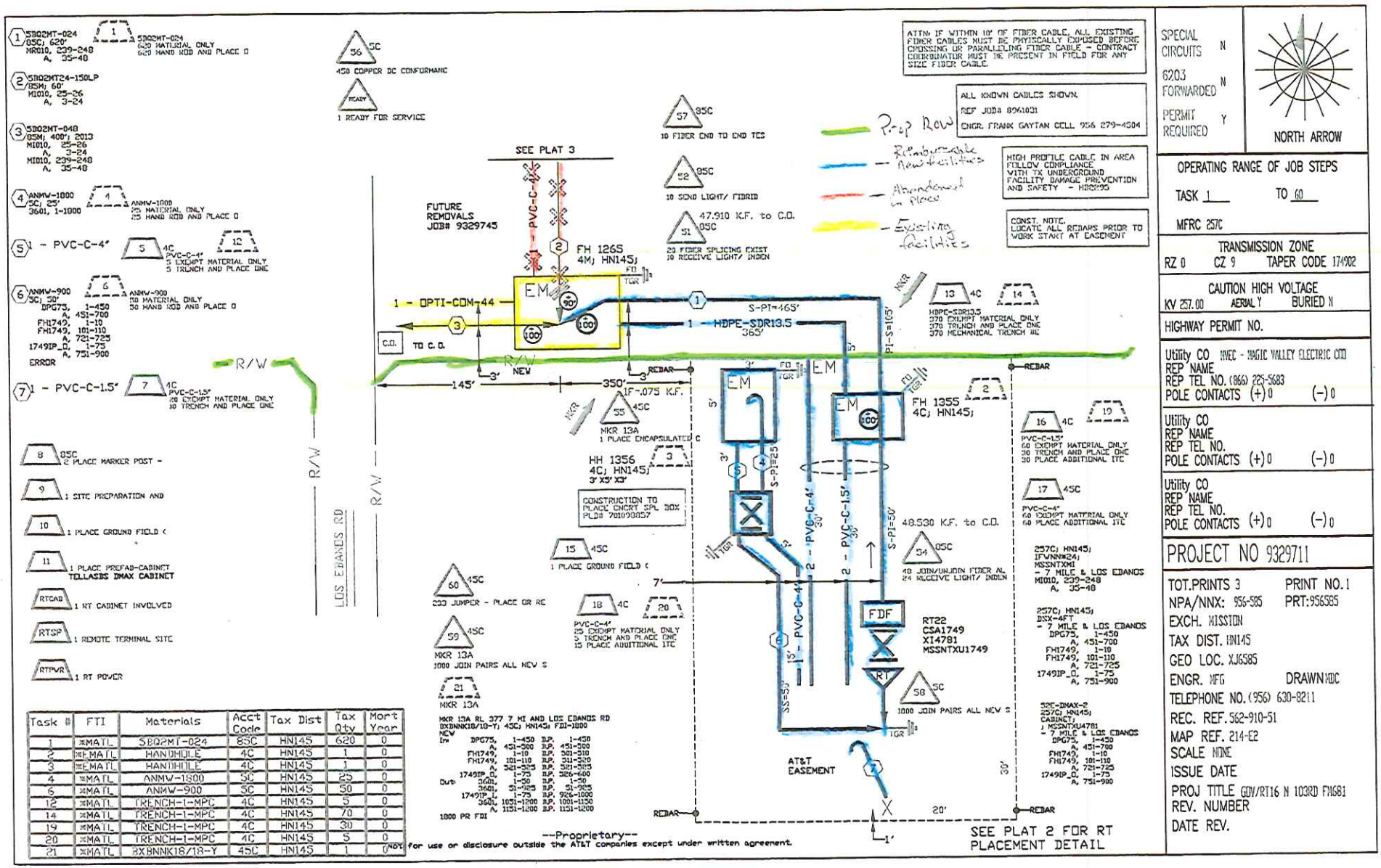
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329521

TOT.PRINTS 4 PRINT NO. 3
NPA/NNX: 956-585 PRT:956585
EXCH. MISSION
TAX DIST. HN145
GEO LOC. XJ6585
ENGR. WFG DRAWN MDL
TELEPHONE NO. (956) 630-8211
REC. REF. 562-910-71
MAP REF. 215-A3
SCALE NONE
ISSUE DATE
PROJ TITLE GDV/RT22 LOS EBANOS FM681
REV. NUMBER
DATE REV.

MSSNTXU4781 / 7 MILE & LOS EBANOS / JOB # 9329711

MATERIALS/ EQUIPMENT	DESCRIPTION	Unit	Price	Total	TOTAL COST
	TELLABS 1000 COMMONS DLP CARD	1 EACH	$1,447.00	$ 1,447.00	
	TELLABS 1000 COMMONS EBC-3 CARD	1 EACH	$700.00	$ 700.00	
	TELLABS 1000 COMMONS MTU CARD	1 EACH	$449.00	$ 449.00	
	SAI - 2700 PR	1 EACH	$9,502.32	$ 9,502.32	
	TELLABS 1000 LET GR303 BAY 8 DMAX	1 EACH	$6,000.00	$ 6,000.00	
	TELLABS 1000 RT E-POTS CARD	30 EACH	$704.00	$ 21,120.00	
	TELLABS 1000 52EU CAB; DMAX W/4 & E/4; 7330	1 EACH	$78,565.00	$ 78,565.00	
	DSL SHELF	1 EACH	$10,000.00	$ 10,000.00	
	DSL CARDS	30 EACH	$704.00	$ 21,120.00	
	REPEATER SHELF	1 EACH	$10,000.00	$ 10,000.00	
	PREFABRICATED CONCRETE PAD	1 EACH	$500.00	$ 500.00	
	COPPER				
	ANMW-1800	25 FT	$40.00	$ 1,000.00	
	ANMW-900	50 FT	$15.00	$ 750.00	
	FIBER	620 FT	$1.10	$ 682.00	
	HANDHOLES	2 EACH	$800.00	$ 1,600.00	
	CONDUITS				
	4" HDPE	370 FT	$2.50	$ 925.00	
	4" PVC-C	165 FT	$1.25	$ 206.25	
	POLE 25' - CLASS 5 (For drop down pwr service for RT)	1 EACH	$125.00	$ 125.00	
	6 white stranded wire, black stranded wire for RT pwr			$ 600.00	
	10 green stranded wire to provide pwr service for RT			$ 400.00	
TOTAL COST SUMMARY (MATERIAL)					**$165,691.57**
ENGINEERING	AT&T DESIGN ENGINEERING LABOR	40	$150.00	$ 6,000.00	
SPLICING	AT&T SPLICING LABOR	150 HRS	$150.00	$ 22,500.00	
TOTAL COST SUMMARY (ATT LABOR)					**$28,500.00**
CONTRACT LABOR	CONTRACT ENGINEER			$ 5,000.00	
	PLACE PREFAB CONCRETE PAD & DISTRIBUTION SAI	1 EACH	$500.00	$ 500.00	
	PLACE PREFAB CONCRETE PAD & REMOTE TERMINAL	1 EACH	$1,500.00	$ 1,500.00	
	HANDHOLE/CONDUIT/COPPER/FIBER PLACEMENTS			$ 3,600.00	
	REMOVAL			$ 1,000.00	
	SURVEY & EASEMENT ACQUISITION			$ 2,625.00	
	EASEMENT COST			$ 6,000.00	
	INSTALL 100 AMP ELECTRIC SERVICE ON NEW METER POLE; CONNECT CONDUIT AND WIRING TO NEW RT UNIT			$ 2,750.00	
TOTAL COST SUMMER (CONTRACT LABOR)					**$22,975.00**
AEP POWER APPLICATION & TRANSFER	COSTS INCURRED AND PAYMENT MADE DUE TO DESIGN POINT REQUIREMENTS NECESSITATING ACTUAL MEASUREMENTS IN ORDER TO COMPLETE DESIGN PHASE			$ 750.00	
AEP POWER APPLICATION & TRANSFER					**$750.00**
TOTAL COST					**$217,916.57**



Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	%MATL	SBQ2MT-024	85C	HN145	620	0
2	%EMATL	HANDHOLE	4C	HN145	1	0
3	%EMATL	HANDHOLE	4C	HN145	1	0
4	%MATL	ANMW-1800	5C	HN145	25	0
6	%MATL	ANMW-900	5C	HN145	50	0
12	%MATL	TRENCH-1-MPC	4C	HN145	5	0
14	%MATL	TRENCH-1-MPC	4C	HN145	70	0
19	%MATL	TRENCH-1-MPC	4C	HN145	30	0
20	%MATL	TRENCH-1-MPC	4C	HN145	5	0
21	%MATL	BXBNNK18/18-Y	45C	HN145	1	0

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 60
MFRC 257C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 174902

CAUTION HIGH VOLTAGE
KV 257.00 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO NEC - MAGIC VALLEY ELECTRIC COO
REP NAME
REP TEL NO. (866) 225-5683
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329711

TOT.PRINTS 3 PRINT NO.1
NPA/NNX: 956-585 PRT:956585
EXCH. MISSION
TAX DIST. HN14S
GEO LOC. XJ6585
ENGR. MFG DRAWN MDC
TELEPHONE NO. (956) 630-8211
REC. REF. 562-910-51
MAP REF. 214-E2
SCALE NONE
ISSUE DATE
PROJ TITLE GDV/RT16 N 103RD FM681
REV. NUMBER
DATE REV.

ALL KNOWN CABLES SHOWN.

ALL WORK TO BE DONE AFTER COMPLETION OF 9329521, 9329311, 9329740, 9329745

1 (SB02MT24-150LP) (85M; 60'; 2013) MID100, 25-26, A, 3-24

2 (SB02MT24-150LP) (85X; 15'; 2013) CMI010, 25-26, A, 3-24

3 (ANMW-900) (5X; 45'; 2013) (B, 1-900)

4 (ANMW-900) (5X; 45'; 2013) (1749IP_I, 1-75; A, 76-400) (1749IP_O, 1-75; A, 476-900)

5 (AFMW-900) (45X; 23'; 1993) (C, 1-2; PG36, 201-400; PG57, 4601-4675; C, 276-280; FM1749, 1-10; FM1749, 101-110; C, 301-900)

6 (ALAW-600) (45X; 25'; 1993) (3601, 1-450; A, 101-200; 3601, 551-597; 12, 298-300)

7 (ALAW-600 (45M; 242'; 1986) 3601, 1-450; A, 101-200; 3601, 551-597; 12, 298-300)

8 (KFAW-106) (45X; 25'; 1987) (18, 136-140; A, 6-30; 18, 336-340; A, 36-73; 3601, 526-550; A, 101-106)

9 (AFMW-600) (45X; 25'; 1993) (3601, 601-1200)

10 (AFMW-600 (45M; 170'; 1993) 3601, 601-1200

11 (KFAW-158-SV) (45M; 0') 18, 101-125; C, 26-35; 18, 136-150; C, 31-75; 18, 301-325; C, 101-110; 18, 336-350; C, 126-150; 18, 405-405; 18, 10-10; 18, 417-417; C, 154-158

12 (KFAW-158-SV) (45M; 360'; 1996) 18, 101-125; C, 26-40; 18, 141-150; C, 51-75; 18, 301-325; C, 101-115; 18, 341-350; 3601, 26-50; 18, 405-405; 18, 410-410; 18, 417-417; C, 154-158

13 (ANMW-900) (45X; 25'; 2001) (PG57, 4676-4800; PG57, 6601-6700; F, 226-880; FM1749, 11-20; FM1749, 111-120)

14 (ANMW-900 (45M; 1420'; 2001) PG57, 4676-4800; PG57, 6601-6700; F, 226-880; FM1749, 11-20; FM1749, 111-120

15 (34N2LT-012 (845M; 2784'; 1983) LG1745, 1-2; LG1760, 1-2; LG02A, 1-4; LG02A, 9-12

16 (34N2LT-012 (845M; 0'; 1993) LG1745, 1-2; LG1760, 1-2; LG02A, 1-4; LG02A, 9-12

LOS EBANDS RD

FM 681 / FM 2221

MILE 7 N RD

FUTURE REMOVAL PROJ# 9329745

1 - INNERDUCT

1 - PVC-C-4"

C.O.

R/W

257X; HN145; 1983
FIBER;
- 7 MILE & LOS EBANDS
CLF1745, 1-2
CLG1760, 1-2
LG02A, 1-4
LG02A, 9-12

257X; HN145; 1983
FIBER
- 7 MILE & LOS EBANDS
CLF1745, 1-2
CLG1760, 1-2
LG02A, 1-4
LG02A, 9-12

257X; HN145; 1983
FIBER
MSSNTXU4781
- 7 MILE & LOS EBANDS
FM1749, 1-10
FM1749, 101-110
FM1749, 11-20
FM1749, 111-120
PG36, 201-400
PG57, 4601-4800
PG57, 6601-6700

CABINET
257X; HN145; 1983
HUT;
; MSSNTXU4781
- 7 MILE & LOS EBANDS RD
FM1749, 1-10
FM1749, 101-110
FM1749, 11-20
FM1749, 111-120
PG36, 201-400
PG57, 4601-4800
PG57, 6601-6700

257X; HN145; 1983
FIBER
MKR 13A RL 377 MI 7 N RD & LOS EBANDS
Out: (PG36, 1-200)

CABINET
257X; HN145; 1983
HUT;
; MSSNTXU4781
- 7 MILE & LOS EBANDS RD
FM1749, 1-10
FM1749, 101-110
FM1749, 11-20
FM1749, 111-120
PG36, 201-400
PG57, 4601-4800
PG57, 6601-6700

MKR 13A RL 377 7 MI AND LOS EBANDS RD
CBXBNNK1B/10-Y; 45X; 1983; HN145; FDI-1000
In: (DPG75, 1-450 H.P. 1-450; A, 451-500 H.P. 451-500; FM1749, 1-10 H.P. 501-510; FM1749, 101-110 H.P. 511-520; A, 521-525 H.P. 521-525; (1749IP_O, 1-75 H.P. 526-600)
Out: (3601, 1-50 H.P. 1-50; (3601, 51-925 H.P. 51-925; (1749IP_I, 1-75 H.P. 926-1000; (3601, 1051-1200 H.P. 1001-1150; (A, 1151-1200 H.P. 1151-1200)
1000 PR FDI

(1 - PVC-C-4")

(1 - PVC-D-2")

Exist ROW

- TO be removed/Abandoned

- Existing facilities

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	+RIP	SB02MT24-150LP	85X	HN145	15	2013
2	+RIP	ANMW-900	5X	HN145	45	2013
3	+RIP	ANMW-900	5X	HN145	45	2013
4	+RIP	AFMW-900	45X	HN145	23	1993
5	+RIP	ALAW-600	45X	HN145	25	1993
6	+RIP	KFAW-106	45X	HN145	25	1987
7	+RIP	AFMW-600	45X	HN145	25	1993
8	+RIP	ANMW-900	45X	HN145	25	2001

SEE PLAT 1

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N

6203 FORWARDED N

PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 8

MFRC 257X

TRANSMISSION ZONE

RZ 0 CZ 9 TAPER CODE 174902

CAUTION HIGH VOLTAGE

KV 257.00 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO NMEC - MAGIC VALLEY ELECTRIC COO
REP NAME
REP TEL NO. (866) 225-5623
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329711

TOT.PRINTS 3 PRINT NO.3

NPA/NNX: 956-585 PRT:956585

EXCH. MISSION

TAX DIST. HN145

GEO LOC. XJ6585

ENGR. MFG DRAWN MDC

TELEPHONE NO. (956) 630-8211

REC. REF. 562-910-51

MAP REF. 214-E2

SCALE NONE

ISSUE DATE

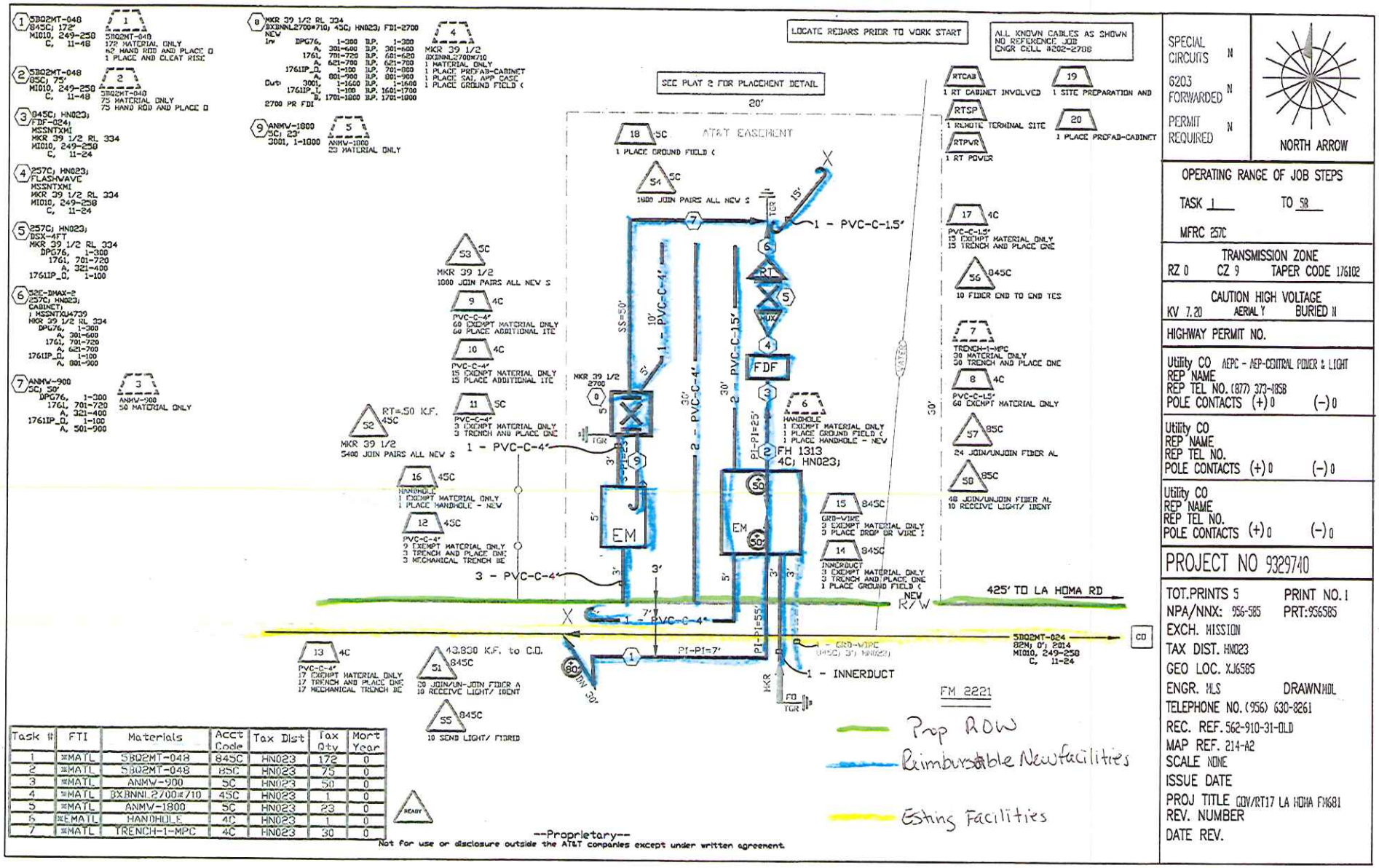
PROJ TITLE GDV/RT16 N 103RD FM681

REV. NUMBER

DATE REV.

MSSNTXU4739 / 7 MILE & LA HOMA / JOB # 9329740

	DESCRIPTION	Unit	Price	Total	TOTAL COST
MATERIALS/ EQUIPMENT	TELLABS 1000 COMMONS DLP CARD	1 EACH	$1,447.00	$ 1,447.00	
	TELLABS 1000 COMMONS EBC-3 CARD	1 EACH	$700.00	$ 700.00	
	TELLABS 1000 COMMONS MTU CARD	1 EACH	$449.00	$ 449.00	
	SAI - 2700 PR	1 EACH	$9,502.32	$ 9,502.32	
	TELLABS 1000 LET GR303 BAY 8 DMAX	1 EACH	$6,000.00	$ 6,000.00	
	DSL SHELF	1 EACH	$10,000.00	$ 10,000.00	
	DSL CARDS	30 EACH	$704.00	$ 21,120.00	
	REPEATER SHELF	1 EACH	$10,000.00	$ 10,000.00	
	TELLABS 1000 RT E-POTS CARD	30 EACH	$704.00	$ 21,120.00	
	TELLABS 1000 52EU CAB; DMAX W/4 & E/4; 7330	1 EACH	$78,565.00	$ 78,565.00	
	PREFABRICATED CONCRETE PAD	1 EACH	$500.00	$ 500.00	
	COPPER				
	ANMW-1800	25 FT	$40.00	$ 1,000.00	
	ANMW-900	50 FT	$15.00	$ 750.00	
	FIBER	250 FT	$1.10	$ 275.00	
	HANDHOLES	2 EACH	$800.00	$ 1,600.00	
	CONDUITS				
	4" PVC-C	165 FT	$1.25	$ 206.25	
	POLE 25' - CLASS 5 (For drop down pwr service for RT)	1 EACH	$125.00	$ 125.00	
	6 white stranded wire, black stranded wire for RT pwr			$ 600.00	
	10 green stranded wire to provide pwr service for RT			$ 400.00	
TOTAL COST SUMMARY (MATERIAL)					**$164,359.57**
ENGINEERING	AT&T DESIGN ENGINEERING LABOR	40 HRS	$150.00	$ 6,000.00	
SPLICING	AT&T SPLICING LABOR	150 HRS	$150.00	$ 22,500.00	
TOTAL COST SUMMARY (ATT LABOR)					**$28,500.00**
CONTRACT LABOR	CONTRACT ENGINEER			$ 5,000.00	
	PLACE PREFAB CONCRETE PAD & DISTRIBUTION SAI	1 EACH	$500.00	$ 500.00	
	PLACE PREFAB CONCRETE PAD & REMOTE TERMINAL	1 EACH	$1,500.00	$ 1,500.00	
	HANDHOLE/CONDUIT/COPPER/FIBER PLACEMENTS			$ 3,600.00	
	REMOVAL			$ 1,000.00	
	SURVEY & EASEMENT ACQUISITION			$ 2,625.00	
	EASEMENT COST			$ 20,000.00	
	INSTALL 100 AMP ELECTRIC SERVICE ON NEW METER POLE; CONNECT CONDUIT AND WIRING TO NEW RT UNIT			$ 2,750.00	
TOTAL COST SUMMER (CONTRACT LABOR)					**$36,975.00**
AEP POWER APPLICATION & TRANSFER	COSTS INCURRED AND PAYMENT MADE DUE TO DESIGN POINT REQUIREMENTS NECESSITATING ACTUAL MEASUREMENTS IN ORDER TO COMPLETE DESIGN PHASE			$ 750.00	
AEP POWER APPLICATION & TRANSFER					**$750.00**
TOTAL COST					**$230,584.57**



Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	%MATL	SB02MT-048	845C	HN023	172	0
2	%MATL	SB02MT-048	85C	HN023	75	0
3	%MATL	ANMW-900	5C	HN023	50	0
4	%MATL	BXBNNL2700#710	45C	HN023	1	0
5	%MATL	ANMW-1800	5C	HN023	23	0
6	%EMATL	HANDHOLE	4C	HN023	1	0
7	%MATL	TRENCH-1-MPC	4C	HN023	30	0

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 58
MFRC 257C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 176102

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

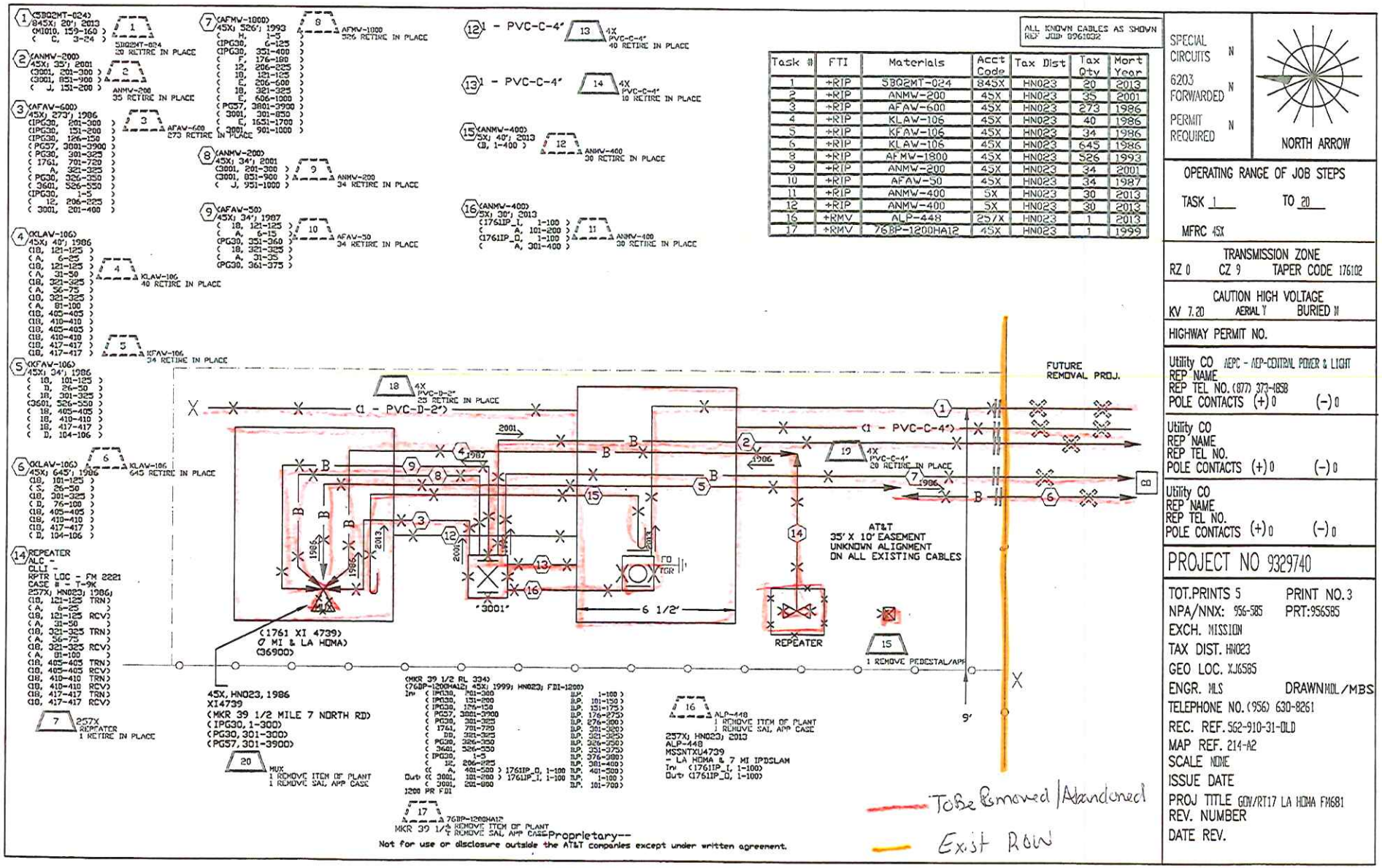
Utility CO AEPC - AEP-CENTRAL POWER & LIGHT
REP NAME
REP TEL NO. (877) 373-1858
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329740

TOT.PRINTS 5 PRINT NO. 1
NPA/NNX: 956-585 PRT:956585
EXCH. MISSION
TAX DIST. HN023
GEO LOC. XJ6585
ENGR. MLS DRAWN MDL
TELEPHONE NO. (956) 630-8261
REC. REF. 562-910-31-OLD
MAP REF. 214-A2
SCALE NONE
ISSUE DATE
PROJ TITLE GDV/RT17 LA HOMA FM681
REV. NUMBER
DATE REV.



ALL KNOWN CABLES AS SHOWN
REF JOB# 9961032

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	+RIP	S802MT-024	845X	HN023	20	2013
2	+RIP	ANMW-200	45X	HN023	35	2001
3	+RIP	AFAW-600	45X	HN023	273	1986
4	+RIP	KLAW-106	45X	HN023	40	1986
5	+RIP	KFAW-106	45X	HN023	34	1986
6	+RIP	KLAW-106	45X	HN023	645	1986
8	+RIP	AFMW-1800	45X	HN023	526	1993
9	+RIP	ANMW-200	45X	HN023	34	2001
10	+RIP	AFAW-50	45X	HN023	34	1987
11	+RIP	ANMW-400	5X	HN023	30	2013
12	+RIP	ANMW-400	5X	HN023	30	2013
16	+RMV	ALP-448	25/X	HN023	1	2013
17	+RMV	76BP-1200HA12	45X	HN023	1	1999

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 20
MFRC 45X

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 176102

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO AEPC - AEP-CENTRAL POWER & LIGHT
REP NAME
REP TEL NO. (877) 373-4858
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329740

TOT.PRINTS 5 PRINT NO. 3
NPA/NNX: 956-585 PRT:956585
EXCH. MISSION
TAX DIST. HN023
GEO LOC. XJG585
ENGR. MLS DRAWN MDL/MBS
TELEPHONE NO. (956) 630-8261
REC. REF. 562-910-31-OLD
MAP REF. 214-A2
SCALE NONE
ISSUE DATE
PROJ TITLE GDN/RT17 LA HOMA FM681
REV. NUMBER
DATE REV.

Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

ATTACHMENT "C"

Statement Covering Contract Work

Lump Sum Bid Practice:

Competitive lump sum bidding is defined as the process of inviting bids from multiple suppliers, acting independently, and awarding the work to the supplier who submits the lowest price. Lump sum bidding is the preferred method of contracting because it normally results in obtaining the most value for the Company, and is mandatory when the cost estimate for a project is above the locally established bid thresholds.

All specifications and instructions (written or verbal) provided to suppliers MUST be identical. Individual suppliers should never be provided information that has not been shared with all bidders.

Texas Department of Transportation
Form ROW-U-48
(Rev. 06/12)
Page 1 of 1

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: U13671

ROW CSJ Number: 0862-01-046/0669-01-052 District: Pharr

County: Hidalgo Highway No.: FM681/FM2221

Federal Project No.: N/A

I, Lucy I Salinas, a duly authorized and qualified representative of Southwestern Bell Telephone Company d/b/a AT&T Texas, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☒ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1. See attachment
2.
3.
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Lucy I Salinas
Signature

01/30/15
Date

Area Manager OSP Planning and Engineering Design
Title

U48

Attachment U-48

Construction	A & R Construction
	A & S Communications
	AC Contracting
	B & B Services
	D and R Utilities
	GET Escobedo
	Housley
	M. Serrano
	Merge
	Morris Construction
	R & E
	R & G Construction
	TKC Construction
	Zamarron Construction

ATTACHMENT "D"

Utility Schedule of Work and Estimated Date of Completion

START DATE: May 31, 2015

DURATION: 90 Business days

ESTIMATED COMPLETION DATE: September 30, 2015

ATTACHMENT "E"

Proof of Property Interest

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Utility Owner)

U-No.U13671

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.: STP 1102 (024)MM
		ROW CSJ No.: 0669-01-052
		Highway No.: FM 681
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Being a 0.014 acre tract of land out of the East 5.89 acres of the West 15.0 acres of Lot 48-6 West Addition to Sharyland Subdivision;
   [legal description of land]

2. N/A;
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. Property is more fully described in Volume 2127 Page 646 H.C.D.R.;
   [facts attesting to ownership, including claims through deeds, etc.]

4. N/A;
   [facts showing use of property]

5. N/A;
   [facts showing nature and state of repair of enclosures or fencing]

6. N/A;
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Lucy J Salinas
Signature

Area Mgr - OSP Planning & Engr Design
Title

Southwestern Bell Telephone Company d/b/a AT&T Texas
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 1, 2015 by Lucy I. Salinas Area Mgr. - OSP, Planning + Eng. Design of Southwestern Bell Telephone Company d/b/a , AT+T Texas corporation, on behalf of said corporation.

Nancy S Cuevas
Notary Public's Signature

NANCY SUE CUEVAS
Notary Public, State of Texas
My Commission Expires
April 19, 2016

VOL 2127 PAGE 646

(gs)

Texas Plant Form 206
Rev. 11-71 MISC.

113672

Chg. Sw

Southwestern Bell · EASEMENT

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of TWO THOUSAND SEVEN HUNDRED AND NO/100 ---------- Dollars ($ 2,700.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove underground cable, conduit, manholes, above ground closures, huts and all associated hardware (a blanket easement).

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract of land out of the East 5.89 acres of the West 15.0 acres of Lot 48-6 West Addition to Sharyland as recorded in Volume 1, Page 56, Map Records Hidalgo County, Texas, and being more specifically described by metes and bounds as follows:

Beginning at an iron pin set for the Northwest corner of this tract; said point being S 08°33'10" W, 20.27 feet from the Northwest corner of the above mentioned East 5.89 acre tract;

Thence S 71°54'05" E, along a line 20' South of and parallel to the South R.O.W. line of F.M. 681, a distance of 20.28 feet to an iron pin set for the Northeast corner of this tract;

Thence S 08°33'10" W, a distance of 30.00 feet to an iron pin set for the Southeast corner of this tract;

Thence N 81°26'50" W, a distance of 20.00 feet to an iron pin set for the Southwest corner of this tract; said point being on the West line of the above mentioned East 5.89 acres;

Thence N 08°33'10" E, along said West line, a distance of 33.36 feet to the point of beginning and containing 0.014 acres of land, more or less.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 24 day of April 19 85

x Mike Smith

Witness: _____

Grantee's Mailing Address:

P.O. Box 2407
McAllen, Texas 78501

VOL 2127 PAGE 647

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL WARSHAK known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24 day of APRIL A.D. 1985.

Notary Public in and for Hidalgo County, Texas
My Commission Expires 7-2-85

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A.D. 19___.

Notary Public in and for _____ County, Texas
My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____ a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____ A.D. 19___.

Notary Public in and for _____ County, Texas
My Commission Expires

Chg. Ret. Southwestern Bell
P.O. Box 2407
Pasadena, TX 77502

FILED FOR RECORD
'85 APR 30 PM 4 33
J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

11,372

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Utility Owner)

U-No.U13671

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

District: Pharr
County: Hidalgo
Federal Project No.: STP1102 (024)MM
ROW CSJ No.: 0669-01-052
Highway No.: FM 681/FM 2221
(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Being a 0.014 acre tract of land out of the West 30.0 acres of Lot 48-3 West Addition to Sharyland Subdivision;
   [legal description of land]

2. N/A;
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. Property is more fully described in Volume 2328 Page 708 H.C.D.R.;
   [facts attesting to ownership, including claims through deeds, etc.]

4. N/A;
   [facts showing use of property]

5. N/A;
   [facts showing nature and state of repair of enclosures or fencing]

6. N/A;
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Lucy A Salinas
Signature

Area Mgr - OSP Planning & Eng. Design
Title

Southwestern Bell Telephone Company
Company d/b/a AT&T Texas

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 1, 2015 by Lucy I. Salinas, Area Mgr. - OSP Planning + Eng. Design of Southwestern Bell Telephone Company d/b/a AT+T, ~~a~~Texas corporation, on behalf of said corporation.

Nancy L Cuevas
Notary Public's Signature

NANCY SUE CUEVAS
Notary Public, State of Texas
My Commission Expires
April 19, 2016

VOL 2328 PAGE 708

Texas Plant Form 206
Rev. 1-71 MISC.

Southwestern Bell - EASEMENT

176928

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTH WESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of One and no/100---------- Dollars ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove

Underground cable, conduit, manholes, above ground closures and all associated hardware.

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract out of the West 30.00 acres of Lot 48-3 West Addition to Sharyland Subdivision as recroded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and being more specifically described by metes and bounds as follows:

Beginning at an iron pin set on the South R.O.W. line of F.M. 681 for the Northwest corner of this tract; said corner being S 81°19'00" E., 152.00 feet and S 08°41'00" W., 35.00 feet from the Northwest corner of Lot 48-3;

Thence S 81°19'00" E., along said South R.O.W., a distance of 20.00 feet to an iron pin set for the Northeast corner of this tract;

Thence S 08°41'00" W., a distance of 30.00 feet to an iron pin set for the Southeast corner of this tract;

Thence N 81°19'00" W., a distance of 20.00 feet to an iron pin set for the Southwest corner of this tract;

Thence N 08°41'00" E., a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.014 acres of land, more or less.

THE GRANTEE SHALL INDEMNIFY and hold the grantor harmless for any damages or injury resulting from negligence due to installation or maintenance of appurtenances on the easement by grantee.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 12th day of August 19 86.

Jo Ann Lasley

Jo Ann Lasley, Owner

Witness: _____

Grantees Address:
Southwestern Bell Telephone
P.O. Box 2407
McAllen, Texas 78502

VOL 2328 PAGE 709

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JO ANN LASLEY known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of August A.D. 19 86.

Ruth N Hudsonpillar
Notary Public in and for Hidalgo County, Texas
My Commission Expires

Notary Public in and for
the state of Texas
Ruth N. Hudsonpillar
My commission expires June 10, 1987

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A.D. 19____.

Notary Public in and for _____ County, Texas
My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____ a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____ A.D. 19____.

Notary Public in and for _____ County, Texas
My Commission Expires

FILED FOR RECORD
86 AUG 20 PM 12 02
J. ENRIQUEZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

176928

After recording, please return to:
S.W. Beer
Esq. Mgt.
P.O. Box 2407
McAllen, Tx.
78502

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Utility Owner)

U-No.U13671

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

District: Pharr
County: Hidalgo
Federal Project No.: STP 1102 (026)MM
ROW CSJ No.: 0862-01-0146
Highway No.: FM 681/FM 2221
(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Being a 0.014 acre tract of land out of Lot 78 Block 1 La Homa Citrus Groves Unit 2 Subdivision;
   [legal description of land]

2. N/A;
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. Property is more fully described in Volume 2127 Page 648 H.C.D.R.;
   [facts attesting to ownership, including claims through deeds, etc.]

4. N/A;
   [facts showing use of property]

5. N/A;
   [facts showing nature and state of repair of enclosures or fencing]

6. N/A;
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Lucy J Salinas
Signature

Area Mgr - OSP Planning & Eng Design
Title

Southwestern Bell Telephone Company d/b/a AT&T Texas
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 1, 2015 by Lucy I. Salinas Area Mgr. - OSP Planning + Eng. Design of Southwestern Bell Telephone Company d/b/a ~~,~~ AT+T Texas corporation, on behalf of said corporation.

Nancy S Cuevas
Notary Public's Signature

NANCY SUE CUEVAS
Notary Public, State of Texas
My Commission Expires
April 19, 2016

Form ROW-U-1B
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Disinterested Party)

U-No. .U13671

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.: STP1102 (026)MM
		ROW CSJ No.: 0862-01-046
		Highway No.: FM 2221
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared , who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, , am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current residence is , , Texas;

2. I am familiar with the land that is the subject of this Affidavit because (reason for knowledge, i.e., county commissioner, agricultural agent);

3. I have personal knowledge that ATT ("Utility") has occupied a 0.014 acre tract of land out of Lot 78 Block 1 La Homa Citrus Groves Unit 2 Subdivision [description of land] for a period of years.

4. The Utility has occupied the land by the placing of [electric poles and lines, water lines, etc.], and said facilities have been present continuously during the period of the Utility's occupation.

Further affiant sayeth not."

_____

Signature

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

_____.

_____
Notary Public's Signature

VOL 2127 PAGE 648

OFFICIAL RECORDS

FILE

Texas Plant Form 208 Rev. 11-71 MISC.

Est. 060416 - Mission

113673

Southwestern Bell - EASEMENT

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of TWO THOUSAND AND NO/100 ---------- Dollars ($ 2,000.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove underground cable, conduit, manholes, above ground closures, huts and all associated hardware (a blanket easement).

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract out of Lot 78, Block 1, La Homa Ranch Citrus Groves, Unit 2 Subdivision as recorded in Volume 8, Page 9, Map Records, Hidalgo County, Texas and being more specifically described by metes and bounds and follows:

Beginning on the East line of Lot 78 for the Southeast corner of this tract; said point being N 08°50'00" E a distance of 8.0 feet from the Southeast corner of Lot 78;

Thence N 81°10'00" W, 8.0' North of and parallel to the South line of Lot 78, a distance of 20.00 feet to the Southwest corner of this tract; said point being N 08°50'00" E, 8.0 feet from an iron pin set on the South line of Lot 78;

Thence N 08°50'00" E a distance of 30.00 feet to an iron pin set for the Northwest corner of this tract;

Thence S 81°10'00" E, a distance of 20.00 feet to an iron pin set on the East line of Lot 78 for the Northeast corner of this tract;

Thence S 08°50'00" W, along said East line, a distance of 30.00 feet to the point of beginning and containing 0.014 acres of land, more or less.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 24 day of April 19 85

Irene Meuser

Witness: _____

Grantee's Mailing Address:
P.O. Box 2407
McAllen, Texas 78501

RECEIVED
MAY 24 1985
ENGR. DEPT. McALLEN

5-20-85

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared GENE MERCER known to me to be the person ___ whose name ___ is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that ___he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24 day of APRIL A.D. 19 85.

Notary Public in and for Hidalgo County, Texas
My Commission Expires 7-2-85

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person ___ whose name ___ is/are subscribed to the foregoing instrument and acknowledged to me that ___he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A.D. 19___.

Notary Public in and for _____ County, Texas
My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____ a corporation, and acknowledged to me that ___he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____ A.D. 19___.

Christ
Southwestern Bell

Notary Public in and for _____ County, Texas
My Commission Expires

PROOF READ

'85 APR 30 [illegible]

STATE OF TEXAS
COUNTY OF HIDALGO
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time Stamped hereon by me; and was duly RECORDED in the official Public Records of Real Property of Hidalgo County, Texas

COUNTY CLERK
HIDALGO COUNTY, TEXAS

ATTACHMENT "F"

Eligibility Ratio

Private easements with existing facilities on exclusive AT&T easement being encumbered by TXDOT ROW acquisition for the proposed FM681 widening project requiring relocation of existing facilities to new exclusive easement location outside of proposed ROW. 100% eligible for reimbursement.

Note: only applies to work inside AT&T private easement (ingress & egress)

ATTACHMENT "G"

Cost Comparison N/A

ATTACHMENT "H"

Betterment Statement

Replacement in kind therefore no betterment credit will be applied. All cables to be abandoned in place, materials are non-salvageable.

Due to equipment availability Tellabs 1000 is the only approved (N) GDLC system not manufacture-discontinued. All remote terminals will be replaced with this company standard equipment.

ATTACHMENT "I"

Quit Claim Deed

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
CSJ: 0669-01-043
RCSJ: 0669-01-052

Parcel 56
Property Description

A tract of land containing 0.862 acre (37,534 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-3, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.862 acre (37,534 square feet) also being a part or portion of a 10.909 Acre tract of land deeded to LDF Investments, recorded in Document #2024618, H.C.D.R., by First National Bank on July 30, 2009, and said 0.862 acre (37,534 square feet) also being more particularly described as follows;

COMMENCING on the southeast corner of said 10.909 Acre tract;

THENCE N 08° 31' 53" E (N08°50'E), along the East line of said 10.909 Acre tract, a distance of 781.58 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of FM 681, for a point of curvature and the southeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1042192.65 and Y=16641447.46. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 8,075.00 feet, an interior angle of 03° 04' 01", an arc length of 432.24 feet, a tangent of 216.17 feet and a chord that bears N 83° 00' 10" W, a distance of 432.19 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of tangency and an outside corner of this tract;

2. **THENCE** N 81° 28' 09" W, continuing along the proposed South right-of-way line of said FM 681, a distance of 67.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

3. **THENCE** S 53° 31' 57" W, continuing along the proposed South right-of-way line of said FM 681, a distance of 28.29 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East right-of-way line of Los Ebanos Road, for the southwest corner of this tract;

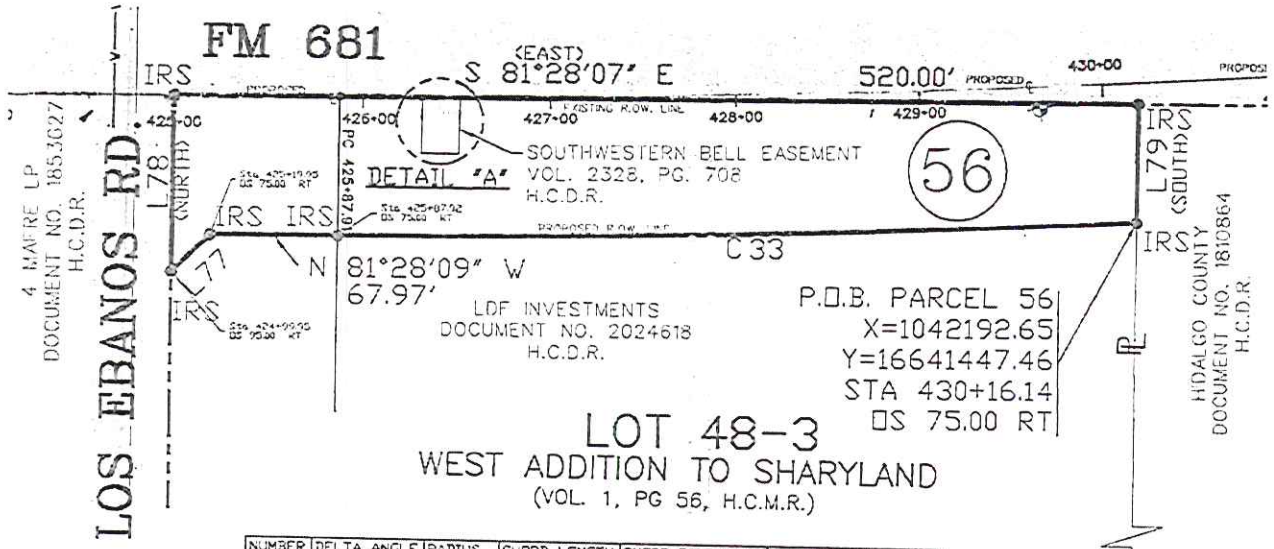
4. **THENCE** N 08° 32' 04" E (N08°50'E), along the East right-of-way line of said Los Ebanos Road, a distance of 95.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said FM 681, for the northwest corner of this tract;

5. **THENCE** S 81° 28' 07" E (S81°10'E), along the South right-of-way line of said FM 681, a distance of 520.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said 10.909 Acre tract, for the northeast corner of this tract;

6. **THENCE** S 08° 31' 53" W (S08°50'W), along the East line of said 10.909 Acre tract, a distance of 63.43 feet to the **POINT OF BEGINNING**, containing 0.862 acre (37,534 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



SCALE: 1" = 100.00'

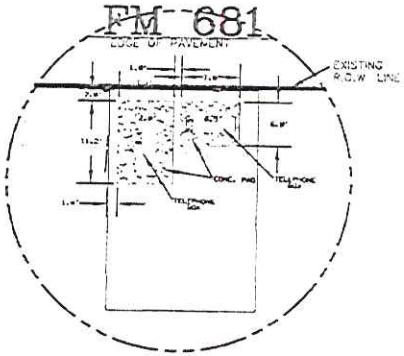
LOT 48-3
WEST ADDITION TO SHARYLAND
(VOL. 1, PG 56, H.C.M.R.)

NUMBER	DELTA ANGLE	RADIUS	CHORD LENGTH	CHORD DIRECTION	TANGENT	ARC LENGTH
C33	03°04'01"	8075.00	432.19	N 83°00'10" W	216.17	432.24

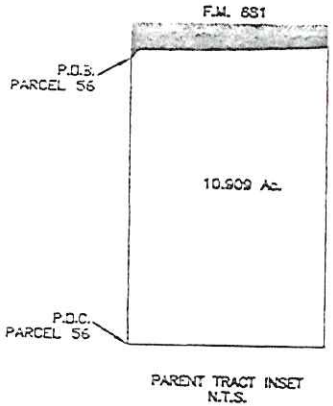
NUMBER	DIRECTION	DISTANCE
L77	S 53°31'57" W	28.29'
L78	N 08°32'04" E	95.00'
L79	S 08°31'53" W	63.43'

RIGHT OF WAY SKETCH SHOWING PROPERTY OF

LDF INVESTMENTS



DETAIL "A"
N.T.S.



PARENT TRACT INSET
N.T.S.

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

LEGEND:

SIGN		RIGHT-OF-WAY POST	
MANHOLE (TELEPHONE)		CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE		WOOD FENCE	—//—
TELEPHONE PEDESTAL		FOUND 1/2" IRON ROD	
LIGHT POLE		FOUND IRON PIPE	
WATER METER		SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT			
GUY		FOUND 1/2" IRON ROD	IRF
POWER POLE		OVERHEAD POWER	—OH—

LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-155:
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 606-1586

REVISED OCTOBER 22, 2010
REVISED OCTOBER 8, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL LAND SURVEYOR

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RGSJ No. 0669-01-052	DATE OF SURVEY: 07/13/09
EXISTING 10.909 Ac.	ROW TAKING: 0.662 Ac. (37,534 Sq Ft)	REMAINING 10.047 Ac. RIGHT
		SHEET: 3 OF 3

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 81
Property Description

A tract of land containing 0.280 acre (12,185 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-6, WEST ADDITION TO SHARYLAND,** recorded in Volume 1, Page 56, H.C.M.R., and said 0.280 acre (12,185 square feet) also being a part or portion of a 5.890 acre tract of land deeded to James R. & Matilde Mclain, recorded in Volume 3103, Page 94, H.C.D.R., by Michael & Cindy Warshak on July 10, 1991, and said 0.280 acre (12,185 square feet) also being more particularly described as follows;

COMMENCING on the southeast corner of said 5.0 acre tract;

THENCE N 08° 33' 10" E (N08°33'50"E), along the east line of said 5.0 acre tract, a distance of 1203.99 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed south right-of-way line of FM 681, for the southeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1046062.11 and Y=16640849.89. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** N 81° 27' 27" W, along the proposed south right-of-way of said FM 681 a distance of 90.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

2. **THENCE** continuing along the proposed south right-of-way line of said FM 681 and said curve to the right with a radius of 8075.00 feet, an interior angle of 00° 44' 00", an arc length of 103.35 feet, a tangent of 51.68 feet and a chord that bears N 81° 05' 27" W, a distance of 103.35 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said 5.0 acre tract, for the southwest corner of this tract;

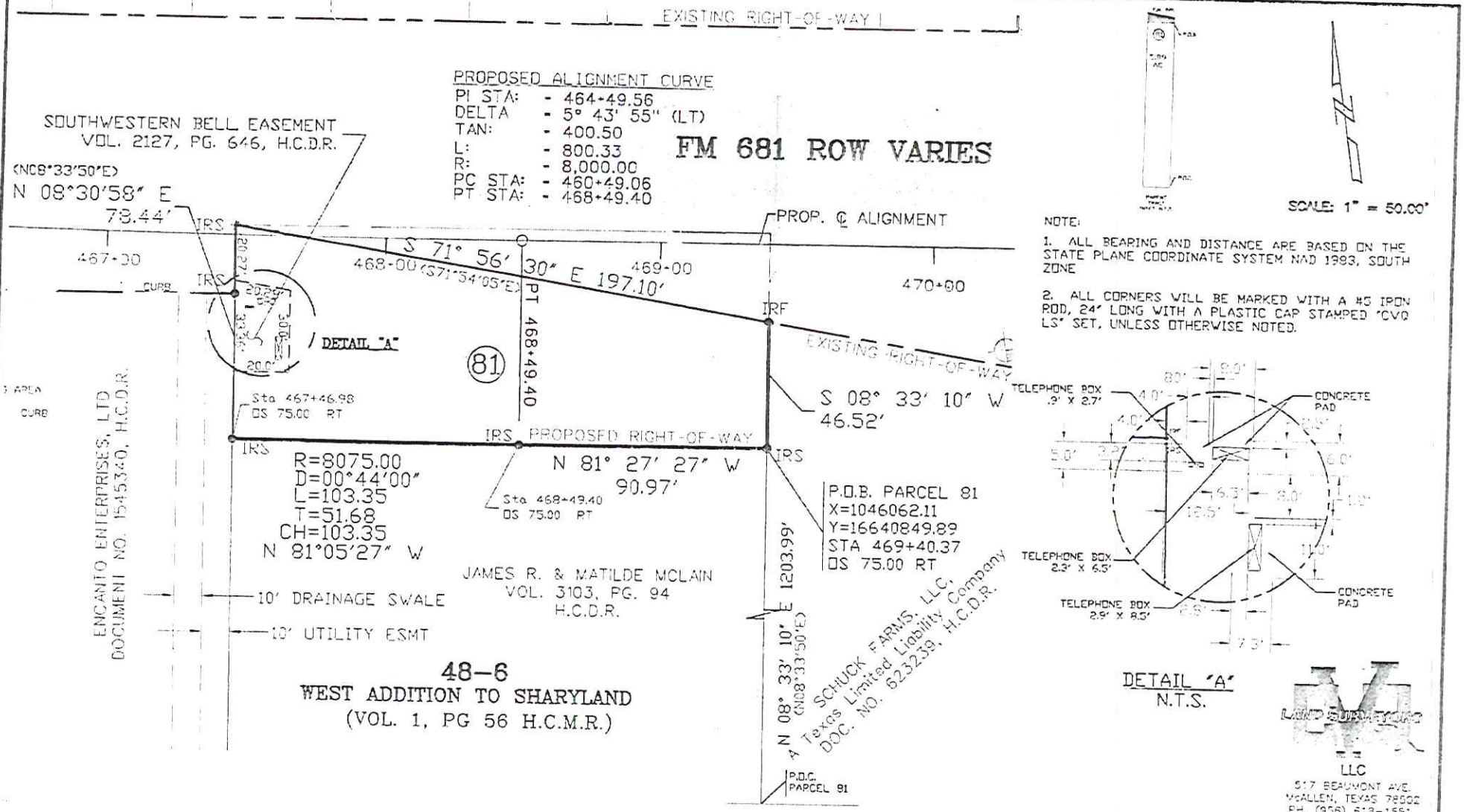
3. **THENCE** N 08° 30' 58" E (N08°33'50"E), along the west line of said 5.0 acre tract a distance of 78.44 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the south right-of-way of said FM 681, for the northwest corner of this tract;

4. **THENCE** S 71° 56' 30" E (S71°54'05"E), along the south right-of-way line of said FM 681 a distance of 197.10 feet to a 1/2" iron rod found, on the south right-of-way of said FM 681, for the northeast corner of this tract;

5. **THENCE** S 08° 33' 10" W, along the east line of said 5.0 acre tract a distance of 46.52 feet the **POINT OF BEGINNING**, containing 0.280 acre (12,185 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



LEGEND:

SIGN		RIGHT-OF-WAY POST	⊡
MANHOLE (TELEPHONE)	Ⓣ	CHAINLINK FENCE	-x-
TRAFFIC SIGNAL LIGHT POLE	⊛	WOOD FENCE	-/-
TELEPHONE PEDESTAL	▯	FOUND 1/2" IRON ROD	•
LIGHT POLE	●	FOUND IRON PIPE	○
WATER METER	Ⓦ	SET ⌀ 5/24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FIRE HYDRANT	⊕	FOUND 1/2" IRON ROD	IRF
GUY	⌇	OVERHEAD POWER	-OH-
POWER POLE	⊛		

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

JAMES R. & MATILDE McLAIN

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
417 E. DOVE AVENUE, MCALLEN, TEXAS 78504
PHONE (956) 631-1395
LAND SURVEYING
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010
REVISED AUGUST 15, 2011

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	PCSJ No. 0659-01-050	DATE OF SURVEY 07/13/09
EXISTING 5.880 Ac	TAKING 0.280 Ac (12,185 Sq Ft)	REMAINING RIGHT 5.610 Ac
		SHEET 3 OF 3

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 8
Property Description

A tract of land containing 0.241 acre (10,487 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 78, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.241 acre (10,487 square feet) also being a part or portion of a 0.910 Acre tract of land deeded to Lucio De Anda and Ivon Peralez, recorded in Document No. 1402344, H.C.D.R., by Mario A. & Maria I. Sanchez on November 10, 2004, and said 0.241 acre (10,487 square feet) also being more particularly described as follows;

COMMENCING on the east line of said Lot 78 and the northeast corner of said 0.91 Acre Tract;

THENCE S 08° 52' 11" W (S 08° 50' W), along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 157.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034066.25 and Y=16642913.98. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 52' 11" W (S 08° 50' W), continuing along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said FM 2221, for the southeast corner of this tract;

2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 149.83 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the west line of said 0.91 Acre Tract, for the southwest corner of this tract;

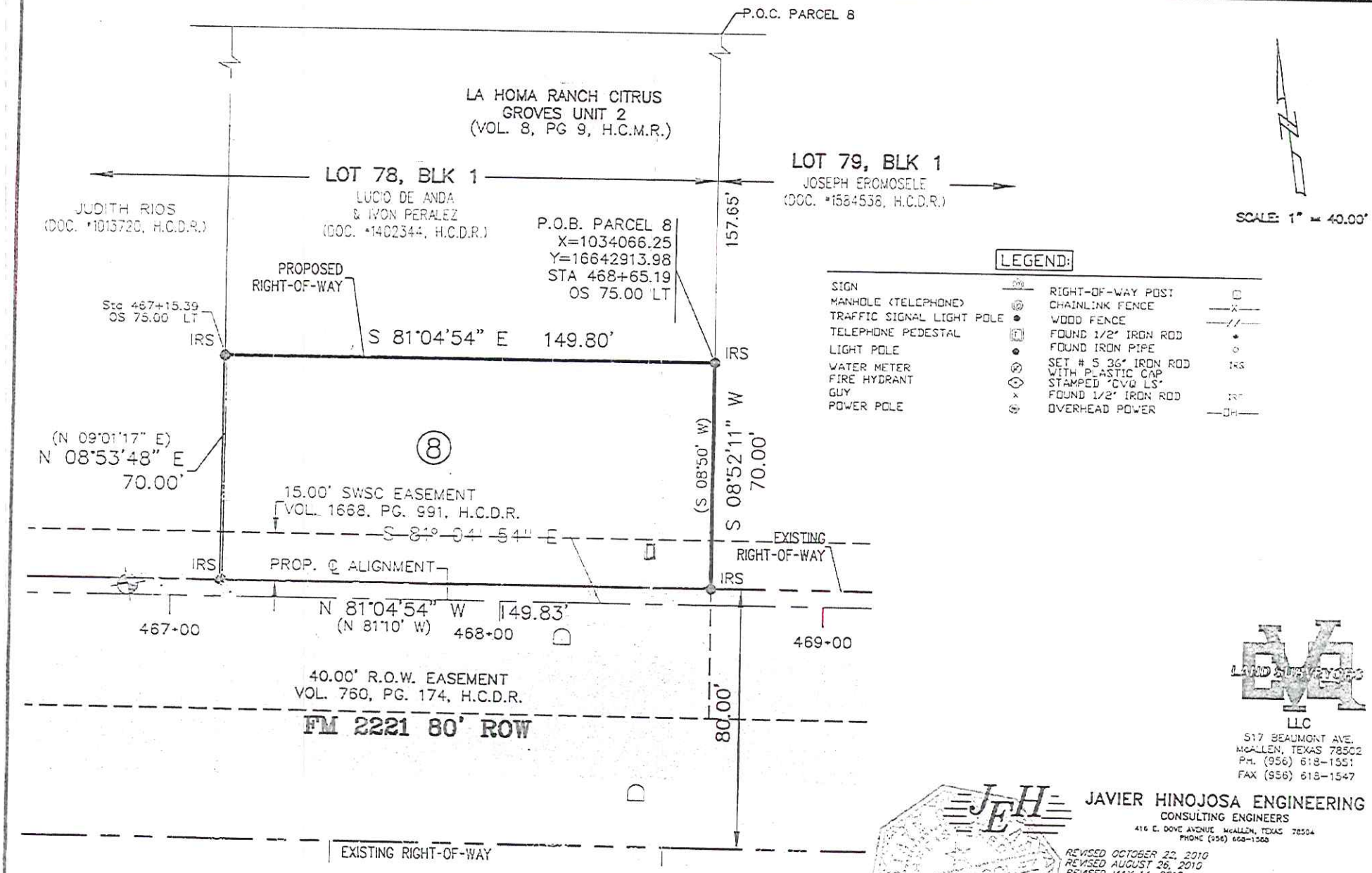
3. **THENCE** N 08° 53' 48" E (N 9° 01' 17" E), along the West line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of said FM 2221 for the northwest corner of this tract;

4. **THENCE** S 81° 04' 54" E, along the proposed North right-of-way line of said FM 2221, a distance of 149.80 feet to the **POINT OF BEGINNING,** containing 0.241 acre (10,487 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009





RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

LUCIO D. ANDA
& IVON PERALEZ

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1568

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ NO. 0962-01-046	DATE OF SURVEY: 07/13/09
EXISTING 0.91 Ac.	TAKING 0.241 Ac. (10,487 Sq Ft)	REMAINING 0.669 Ac.
		SHEET: 3 OF 3

ATTACHMENT "J"

Joint Use Agreement N/A

BUY AMERICA

Document ATT-TELCO-002-203-860 is to be used as a procedural guideline for the AT&T C&E organizations to follow when ordering or placing products for utility relocation projects where Buy America applies. The methods and procedures in this document are current and applicable, yet may be superseded by external influences such as local, state and federal guidelines.

AI-49314 **Precinct #2** **22. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Armando Garza, COMM. PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #2

Information

CAPTION

Resolution in support of the Hidalgo County Precinct 2 Regional Hike and Bike Trail Project under the Hidalgo County Metropolitan Planning Organization's FY 2015-2016 Transportation Alternatives Program.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 03:34 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/10/2015 03:31 PM

Final Approval Date: 04/10/2015

RESOLUTION AUTHORIZING SUPPORT FOR THE HIDALGO COUNTY PRECINCT 2 REGIONAL HIKE AND BIKE TRAIL PROJECT UNDER THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S FISCAL YEAR 2015-2016 TRANSPORTATION ALTERNATIVES PROGRAM.

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has requested Projects within Hidalgo County be submitted for potential reimbursable federal funding under the Transportation Alternatives Program (TAP); and

WHEREAS, the HCMPO has stated that approximately $4.6 million is anticipated to be available to fund TAP projects to expand alternative modes of transportation in the Hidalgo County planning area for fiscal year 2015 and 2016; and

WHEREAS, the Hidalgo County Precinct 2 Regional Hike & Bike Trail Project is being proposed to provide enhanced connectivity for pedestrian traffic between the Cities of San Juan, Pharr and McAllen within the Rio Grande Valley (limits from South San Antonio Ave. in San Juan, Texas to South 2nd Street in McAllen, Texas); and

WHEREAS, the proposed Regional Hike & Bike Trail will provide connection to the existing Hike & Bike trail infrastructure at 2nd Street in McAllen, Texas, in turn providing an extension of the overall pedestrian facility footprint in the Rio Grande Valley; and

WHEREAS, the County of Hidalgo would like to promote within its community recreational activities, exercise and a healthy life style; and

WHEREAS, the proposed Regional Hike & Bike Trail will assist the County in promoting safety of its citizens in terms of pedestrian traffic through providing a dedicated and separated Hike & Bike Trail; and

WHEREAS, the proposed Regional Hike & Bike Trail will assist the County in promoting alternative modes of transportation as it relates to access to schools, public recreational facilities, businesses and professional service industries;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports the Precinct 2 Regional Bike and Hike Bike Trail Project.

Dated this 14th, day of April 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-49222 **Precinct #2** **22. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to accept a donation from Deep South Texas Master Gardener Association for the extension of electrical service and lighting equipment including installation to the Pct 2 North San Juan Park Garden Area.

BACKGROUND

Estimated cost/value: $500.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Deep South Texas Master Gardener Association will donate the materials and labor for the extension of electrical service and lighting equipment including installation for the garden at the Pct 2 North San Juan Park.

Approval to accept donation...
Estimated cost/value: $500.00

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 11:22 AM
Manuel Chapa	Manuel Chapa	04/10/2015 02:09 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Erika Zamora		Started On: 04/08/2015 10:25 AM
Final Approval Date: 04/10/2015		

TEXAS A&M AGRILIFE EXTENSION

From: Barbara Storz
Sent: Tuesday, March 10, 2015 5:03 PM
To: <carlos.contreras@co.hidalgo.tx.us>
Cc: Elena Almendarez; sylvia.casselman@yahoo.com; mirtalarod@aol.com; jrg1110@wildblue.net; Ashley Gregory
Subject: Electrical Service-North San Juan Park

Charlie: Many thanks for meeting with me today to discuss the need to add electricity to run lights and provide fans and electrical service in the South Texas Master Gardener Educational Garden and classroom, located on the southeast corner of the North San Juan Park. This will greatly improve safety, reduce opportunity for vandalism, and add educational opportunities for folks living around the North San Juan Park, especially in the early evening hours in late spring and early summer.

As I mentioned, the Deep South Texas Master Gardener Association is willing to pay for the cost of the Master Electrician to hook up the service at the park. I would greatly appreciate it if you would contact the companies who quoted you previously for this work so that we can move forward with the educational programs in the park.

Barbara Storz
Growing and Nourishing Healthy Communities Project
Texas A&M AgriLife Extension Service
Phone: 956/383-1026
Fax: 956/383-1735
e-mail: b-storz@tamu.edu

"The land-grant university system is being built on behalf of the people, who have invested in these public universities their hopes, their support, and their confidence."~ Abraham Lincoln, July 2, 1862

Lumatec Lighting Service

TECL - 19580

Proposal

Proposal Submitted To	Work To Be Performed At
Name Hidalgo County Pct. 2 Street 3100 S. Business 281/ P.O. Box 1356 City Edinburg State Texas, 78540 Tel No. 956- 289-7850 Fax No. 956-318-2648	Deep South Texas Master Gardener Association N. San Juan Park Contact: Charlie Contreras- 956-533-8962 Email: carlos.contreras@co.hidalgo.tx.us Elena Almendarez -956-383-1026 Email: ealmendarez@ag.tamu.edu

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1. Inspect existing meter loop two hundred (200) amp single phase (1Ø) six (6) twenty (20) amp single phase (1Ø) circuits breakers
2. Acquire electrical permit from city of San Juan
3. Meet with power company Magic Valley Electric coop on transformer installation
4. Magic Valley Coop to estimate cost if any to install transformer
5. All minor materials and labor

**** County or Gardeners Association to provide the ESID#_____ or Account #_____ from Power Company.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

With payments to be made as follows: Dollars ($ 500.00)

Paid in full when job is completed

Total $ 500.00

Any alterations or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be furnished by Lumatec

Respectfully submitted Lumatec Lighting Services

By _____

Date 03-12-2015 -MA

Note – This Proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Signature _____

Date _____ Date _____

LUMATEC LIGHTING SERVICE 15th ANNIVERSARY 2000 2015 MCALLEN, TX

Regulated by the Texas department of Licensing & Regulation, P. O Box 12157, Austin TX 78711, 1-800—803-9202-512-463-6599;website: www.license.state.tx.us

AI-49288 **Precinct #2** **22. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas, for road improvements on Eldora Road from I-69C East to Veterans Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** Acct# 5-1200-431-00-122-118-0-841

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

BUDGETARY IMPACT:

Funding pending approval of AI# 49309 4-14-15

Fr. Interlocal
2. County shall reimburse City an amount not to exceed One Hundred Twelve Thousand Eight Hundred Twenty Two Dollars and 70/lOOths ($112,822.70)

Attachments

interlocal
email legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 11:23 AM
Manuel Chapa	Manuel Chapa	04/10/2015 03:07 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Erika Zamora		Started On: 04/09/2015 05:24 PM
Final Approval Date: 04/10/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF PHARR AND THE COUNTY OF HIDALGO COUNTY, TEXAS

This Interlocal Cooperation Agreement is made on this ____ day of _____, 2015 by and between the City of Pharr, Texas, hereinafter referred to as "City" and the County of Hidalgo, Texas, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Eldora Road, from I-69C East to Veteran's Road lies within the corporate limits of the City of Pharr, being a project length of 5,348.82 LF of which approximately 3,897.93 LF is located on Kelly-Pharr Tracts 114-116 inside Pharr City Limits and which approximately one-half of the south 1,450.89 LF of Tract 113 is located inside Pharr City Limits and the north half is within Hidalgo County, Texas (the "Project"); and

WHEREAS, Eldora Road is a connecting link in that to the east and west Eldora Road becomes a County road;

WHEREAS, Eldora Road requires immediate road improvements;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City, through third party contractor(s) shall perform a single machine one-pass overlay for the Project limits.

2. County shall reimburse City an amount not to exceed One Hundred Twelve Thousand Eight Hundred Twenty Two Dollars and 70/100ths ($112,822.70)

toward the cost of the Project within thirty (30) days of receipt of invoice from City after completion of the Project.

3. Maintenance of the existing road within the corporate limits of Pharr shall remain the responsibility of the City of Pharr.

4. This Agreement shall terminate on the latter of one (1) year from the execution of this Agreement, or upon completion of the Project.

5. Pharr, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

6. The Commissioners Court of County finds that the overlay of the Project is a county purpose in that Eldora Road is a connecting link at both the west and east to a county road.

7. 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.

8. **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 and 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **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 or succeeding breach of the same or any other provision hereof.

10. **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 City and County, and not otherwise.

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 Pharr Attention: Leopoldo "Polo" Palacios, City Mayor P.O. Box 1729. Pharr, Texas 78577
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copies to:	Commissioner Eduardo "Eddie" Cantu, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Agreement.

15. **Assignment**. This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by 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 City and County in accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann.§271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

ATTEST:

_____
City Secretary

CITY OF PHARR

_____
Leopoldo "Polo" Palacios, Mayor

ATTEST:

_____
Arturo Guajardo, County Clerk

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

THE PRUNEDA LAW FIRM

_____
Michael Pruneda

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

_____
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 City of Pharr, Texas shall reconstruct Eldora Road is a connecting link in that to the east and west Eldora Road is a County road (the "Road") which Road lies within the corporate limits of the City of Pharr.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Friday, April 10, 2015 2:43:05 PM
Subject: Fwd: Interlocal Agreement Review for Precinct 2

Manuel,

Attached please find the interlocal reviewed and approved by Mr. Crain. Please attach to AI#49288.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Friday, April 10, 2015 1:53:29 PM
Subject: RE: Interlocal Agreement Review for Precinct 2

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, April 10, 2015 1:22 PM
To: Steve Crain

Cc: Armando Garza Jr.
Subject: Fwd: Interlocal Agreement Review for Precinct 2

Steve,

Just following up to see if you were going to have any other questions on this agreement.

Please advise.

Thanks,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: mntrevino@atlashall.com, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>
Sent: Thursday, April 9, 2015 5:16:30 PM
Subject: Interlocal Agreement Review for Precinct 2

Steve,

Attached for your review and approval is an inter-local agreement between Hidalgo County and the City of Pharr for road improvements to Eldora Rd from I69C East to Veterans Road.

Commissioner would like to have this agreement approved by Commissioners Court 4/14/15.

I will create the agenda item and wait for the final agreement from you to attach to the item.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

AI-49309 **Precinct #2** **22. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 ICA Pharr-Eldora Rd (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 2 ICA Pharr-Eldora (I-69C-Veterans) Rd Project in the amount of $112,822.70 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-118-0-841

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

BUDGETARY IMPACT:

Funds available as of 4/10/15.

Appropriation of funds for Pct 2 to fund project expenditure. Monies will be appropriated from unreserved r&b fund balance.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 02:43 PM
Manuel Chapa	Manuel Chapa	04/10/2015 03:07 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Erika Zamora		Started On: 04/10/2015 02:20 PM
Final Approval Date: 04/10/2015		

DATE: April 14, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2

ACCOUNT NUMBER: 4-1200-431-00-122-118-0-841

Contact Person: Erika Zamora **Ph#:** 956-787-1891

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, Cha

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME
4-1200-431-00-122-118-0-841	Pct 2 ICA Pharr-Eldora Rd (I69C-Veterans) Aid to Govt Agency

TOTAL BUDGET INCREASE (DECREASE)

REASON: Appropriation from the CO2014 (1345) for road improvements to Eldora Rd (I69C to Veterans).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

pter 111, § 111.070, Item C (2).

	AMOUNT
	112,822.70
$	112,822.70

ATTEST COUNTY CLERK

AI-49274 **Precinct #3** **23. A.**

CC - REGULAR

Meeting Date: 04/14/2015

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

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

Resolution of the Hidalgo County Commissioners Court approving Redesignation of Hidalgo County Metropolitan Planning Organization Transportation Policy Committee

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 01:14 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/09/2015 12:19 PM

Final Approval Date: 04/10/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

RESOLUTION OF THE HIDALGO COUNTY COMMISSIONERS COURT APPROVING REDESIGNATION OF THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION POLICY COMMITTEE

WHEREAS, the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee is the forum for cooperative decision-making regarding regional transportation issues for the census area defined as the McAllen-Edinburg-Mission Urbanized Area;

WHEREAS, the Transportation Policy Committee is comprised primarily of local elected officials and is the regional policy body and continues to be the regional forum for cooperative decisions on transportation;

WHEREAS, 23 CFR 450 states that an existing MPO may be redesignated only by agreement between the Governor and units of general purpose local governments that together represent at least 75 percent of the existing metropolitan planning area, including the largest incorporated city, based on population, as named by the Bureau of Census;

WHEREAS, 23 USC 134 (b) (2) provides a 'metropolitan planning organization' means the policy board of an organization established as a result of the designation process under subsection (d); and

WHEREAS, Hidalgo County is in agreement that the Metropolitan Policy Organization Transportation Policy Committee is the policy board of the Metropolitan Policy Organization.

NOW THEREFORE, BE IT RESOLVED, that the COMMISSIONERS COURT OF HIDALGO COUNTY requests the Governor of the State of Texas redesignate the Hidalgo County Metropolitan Policy Organization as the Hidalgo County Metropolitan Policy Organization Transportation Policy Committee in accordance with 23 USC 134 and 23 CFR 450.310.

RESOLVED, PASSED AND APPROVED this _____ day of April, 2015.

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Commissioner Precinct 1

Joe M. Flores
Commissioner Precinct 3

Eduardo "Eddie" Cantu
Commissioner Precinct 2

Joseph Palacios
Commissioner Precinct 4

AI-49244 **Precinct #4** **24. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Road Maint. (1200):
1. Approval of Certification of Revenues by the County Auditor for the cost participation from CWL Limited for construction of Brushline Road.
2. Approval of 2015 appropriation of funds in the amount of $108,701.75 for the road construction of Brushline Road.

BACKGROUND

Reference: AI# 48661 (Approved CC 03/03/15) and AI# 48359 (Approved CC 02/17/15)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $108,701.75 for the construction of Brushline Road.
5-1200-364-00-124-000-0-000

Attachments

Brushline Road
Receipt- Brushline Road
Appropriation
Request for COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 01:09 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Veronica Lopez		Started On: 04/08/2015 02:50 PM
Final Approval Date: 04/10/2015		

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



COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: Norma Garcia, County Treasurer

From: Joseph Palacios, County Commissioner, Pct. No. 4 J.L.

Date: Monday, April 6, 2015

Subject: Pct. 4 Receipt of Contributions & Donations

Please let this memo serve as a request for a receipt from your office in relation to the paving of Brushline Road.

The check amount is $108,701.75.

Please deposit the check into the following account:

R&B - PCT 4 - CONTRIBUTIONS & DONATIONS
5-1200-364-00-124-000-0-000

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7000 ext. 4026.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

January 28, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Pursuant to the meeting that the developer Mr. Forrest Runnels (CWL Ltd.) and I had with you about the paving of Brushline Road.

The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate). The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.

Please review this request and present it to Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

cc: Raul Sesin, P.E. Planning Administrator

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: January 12, 2014 — Sheet 3 of 3

Project: Los Feliz Subdivision Phase II

Number of Lots: 39 Acres: 139.92

Location: Brushline Road

Owner: CWL Limited by THREE, LLC

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
III.	**Brushline Road (1/3 Escrow) (24.0' Asphalt, 28.0' Caliche Base) L= 3,994.0 Feet**				
1	1½" Hot Mix	SY	10,800	8.00	86,400.00
2	8" Caliche Base	SY	12,600	6.50	81,900.00
3	Subgrade	SY	14,400	2.00	28,800.00
4	Re-grade Existing Roadside Ditch	LF	8,000	1.50	12,000.00
5	Striping	LF	4,000	0.50	2,000.00
6	Testing	LS	1	5,000.00	5,000.00
7	3% Lime Stabilization	SY	14,600	2.50	36,500.00
				Subtotal:	**$ 252,600.00**
	BY DEVELOPER 1/3 PAVING ESCROW:				**$ 84,200.00**
IV.	**Hot Mix & Caliche (County Proposal)**				
1	HOT MIX MATERIAL	TONS	891	62.00	55,242.00
2	HOT MIX HAULING	TONS	891	7.25	6,459.75
3	CALICHE MATERIAL	TONS	4700	4.00	18,800.00
4	CALICHE HAULING	TONS	4700	6.00	28,200.00
				Subtotal:	**$ 108,701.75**

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

P.E.

1-12-15

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: **Hidalgo County Precinct No. 4**
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: January 29, 2014
Attention: Joseph Palacios
Re: Los Feliz Subdivision Phase II

Description:

- **Original letter to Joseph Palacios 1-29-14**
- **Engineer's Estimate**

BRUSHLINE RD.
NORTH TO 3/4 MILES
FROM END OF
PAVEMENT

Remarks: _____

Sent By: Neyda for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 23, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Good morning, we hope you are well. Mr. Forrest Runnels (CWL Ltd.) requested that I forward you the following information about the paving of Brushline Road.

1) The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate).
2) The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.
3) The developer is proposing to pay the $108,701.75.

3,900 FT From END OF PAVEMENT NORTH

Please let me know if you need any additional information in order to present it to the Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856
Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
www.qhaengineering.com

Letter of Transmittal

To: **Hidalgo County Precinct No. 4**
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: March 27, 2015
Attention: Joseph Palacios
Re: Los Feliz Subdivision Phase II

Description:

- **Original letter to Joseph Palacios 3-23-15**

Remarks: _____

Sent By: Neyda for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 23, 2015

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Payable to: Hidalgo County

Re: LOS FELIZ SUBDIVISION PHASE II

Dear Commissioner Palacios:

Good morning, we hope you are well. Mr. Forrest Runnels (CWL Ltd.) requested that I forward you the following information about the paving of Brushline Road.

1) The developer is proposing to contribute the funds for the materials and hauling of the required caliche and hot mix (see attached engineers estimate).
2) The developer is requesting that Hidalgo County Precinct No. 4 provides the equipment and labor to lay the caliche and hot mix.
3) The developer is proposing to pay the $108,701.75.

Please let me know if you need any additional information in order to present it to the Hidalgo County Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

CWL LIMITED **0001105**

Hidalgo County				4/6/2015		AMOUNT
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/6/2015	Bill	LF Ph 2 Brushline Rd	108,701.75	108,701.75		108,701.75
					Check Amount	108,701.75

CATEGORY	MEMO	TOTAL
TEXAS REGIONAL BANK	Paying Brushline Rd. - Los Feliz Sub.	108,701.75

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CWL LIMITED
P.O. BOX 118
EDINBURG TX 78540
(956) 383-1341

TEXAS REGIONAL BANK
P.O. BOX 5555
MCALLEN, TX 78502

88-1161
1149

0001105

4/6/2015

MEMO Paying Brushline Rd. - Los Feliz Sub. Ph II

PAY TO THE ORDER OF Hidalgo County $ *$108,701.75

One Hundred Eight Thousand Seven Hundred One and 75/100********** DOLLARS

Hidalgo County

CWL LIMITED By: THREE LLC, It's General Partner

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈0001105⑈ ⑆114917335⑆ 1510053⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 185335

Received From: PCT 4 CWL LIMITED RE:DONATION Date 04/07/15

1	0001105	LOS FELIZ S/D PHASE II BRUSHLINE ROAD	5-1200-364-00-124-000-0-000	108,701.75

Total: 108,701.75

Check Total	108,701.75
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: January 24, 2014

2015
Appropriation

AI- 49244

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

ACCOUNT NUMBER: 5-1200-431-00-124-007-0-721

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

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
5-1200-431-00-124-007-0-721	Pct4 Rd Maint- Roads	$108,701.75
5-1200-364-00-124-000-0-000	*R&B Pct. 4 Contributions and Donations*	*$108,701.75*
TOTAL BUDGET INCREASE (DECREASE)		**$108,701.75**

REASON: Appropriation of funds for the construction of Brushline Road.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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



COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4**

Date: **Wednesday, April 08, 2015**

Subject: **Pct. 4 Los Feliz S/D Phase II Brushline Road**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 5-1200-364-00-124-000-0-000, Receipt No. 185335 for the contribution & donation from CWL Limited for road construction of Brushline Road.

The total amount requested is $108,701.75.

The agenda item to approve the Certification of Revenues and appropriation of contribution & donation is AI-49244 CC date 04/14/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 383-3112 ext. 4019.

AI-49195 **Budget and Management** **25. A.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2016 Budget Process:
1. Presentation of 2016 Budget Process Calendar.
2. Approval of 2016 Budget Process Development Criteria.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/07/2015 11:58 AM
Budget & Management	Veronica Ortiz	04/07/2015 01:14 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Merlen P. Munoz Started On: 04/07/2015 08:07 AM

Final Approval Date: 04/10/2015

AI-49215 **Budget and Management** **25. B.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Report and approval of emergency transfers for the period of March 2, 2015 through March 31, 2015.

BACKGROUND

Fiscal Impact

Attachments

Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 09:21 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Veronica Ortiz		Started On: 04/08/2015 08:21 AM
Final Approval Date: 04/10/2015		

Hidalgo County Non-Agenda Transfers
from March 2, 2015 - March 31,2015

Date	JE #	Amount	Department	Reason
03/02/15	147328	$ 3,326.17	Pct. 4 Rd. Maint.	To fund negative accounts.
03/03/15	150445	$ 3,000.00	Facilities Management	Transfer needed to cover a quote from Grainger for the purchase of a plasma cutter needed for the Delta Lake project.
03/03/15	150444	$ 309,430.26	Facilities Management	Transfer being done in order to rmove excess budget for 2015 based on actual expense analysis. Excessive funding is currently being transferred to Contingency but will be available to Facilities on as needed basis for additional funding request.
03/04/15	150489	$ 100.00	Executive Office	Transfer needed for copies of documents from TCEQ.
03/05/15	147391	$ 6,775.69	Juv. Det. HM	To fund year-end negative balances, as requested by Elena Gaitain, Juvenile Probation Accountant.
03/05/15	150559	$ 4,693.00	Pct. 3 Sanitation	Transfer needed to appropriate funds in the correct object of expense for the installation of security cameras.
03/05/15	150560	$ 3,350.00	389th District Court	Transfer needed to cover the service of an interpreter for a trail held on February 26-27, 2015 and for anticipated expenditures for the week of March 10-13, 2015
03/06/15	147392	$ 170.00	HIDTA CCP 59	To fund a year-end expense related to a 2014 Auction, As requested by Nelda Olivarez HIDTA Accountant.
03/06/15	147401	$ 498,532.68	Transfer IN/Out (FEMA, fund 1280)	To partially revers JE#146055 date 12-15-14 inrelation to the cash match portion of the FEMA grant funds (fund 1280). Note: As per Auditor's office, JE#147333 date 03-04-15 will be reversed so that this interfund transfer can be processed.
03/06/15	150562	$ 17,000.00	Pct. 4 Lift Station	To fund pending requistion #273073 for L&G Engineering.
03/06/15	147444	$ 0.26	Juv. Det. HM	To fund year-end negative balances, as requested by Elena Gaitain, Juvenile Probation Accountant.
03/09/15	150584	$ 900.00	JP 3 Pl 2	Transfer needed for registration of six employees to attend TJC New Clerk & Experienced Clerk training on April 20-22nd in San Antonio. Registration fee is already due.
03/10/15	150589	$ 0.88	Public Affairs	Transfer needed to cover a Verizon Wireless past due invoice of $37.99 for the period of December 2015 - January 2015
03/10/15	147469	$ 50,951.83	Dept. of Budget & Mgmt.	Transfer needed to cover negative balance at year end.
03/10/15	147468	$ 5,466.88	Co. Wide Adm. - Contingency	To deobligate the COPS Retention grant cash match funds for FY 2013 & transfer into Co. Wide Contingency. Grant has been closed.
03/10/15	147467	$ 368.00	DA Investigation HB65	To fund negative balances for year end.
03/10/15	147471	$ 337,420.46	Various G/F Dept.	To fund year-end negative balances for calendar year 2014.
03/10/15	147470	$ 337,420.46	Co. Wide Adm. - Contingency	To sweep G/F Depts available balances for year-end expenditures.
03/11/15	150590	$ 1,040.00	Tax Office	Transfer needed for Tax Assessor, Paul Villarreal, to attend TACA Board Meeting on March 22, 2015 in Austin, TX and the TAAO Spring Board Meeting on March 26-27, 2015 in Irving,TX.
03/11/15	150678	$ 7,251.54	TXDOT-FM493(US281-BUS83)	Emergency interfund transfer from SOA1341-Pct. 1 M10 N (1303) to TXDOT FM493 Project (1351) to fund CSJ: 0863-01-057 expenditures.
03/11/15		$ 5,323.01	TXDOT-Various	Emergency interfund transfer from CO2009-Pct 1 Various (1339)to TXDOT Various Projects (1315) to fund expenditures related to CSJ: 0921-02-290 & CSJ: 0863-01-057.
03/13/15	150619	$ 650.00	Co. Treasurer	Transfer is for Symantec Antivirus software for fifteen newly purchased computer.

Hidalgo County Non-Agenda Transfers
from March 2, 2015 - March 31,2015

Date	JE #	Amount	Department	Reason
03/17/15	150674	$ 12,574.55	Pct. 1	To fund TxDOT CSJ: 0921-02-290 Increased County participation of Construction and Engineering. & to fund TxDOT CSJ: 0863-01-057 Increased County participation of ROW Acquisition Costs.
03/18/15	150683	$ 80.00	Public Affairs	Request needed to fund Requisition#272271 lease of office copier.
03/18/15	150684	$ 136,000.00	Pct. 4 Rd. Maint.	Transfer needed to cover Pct. 4 misc. Rd. Projects/expenditures.
03/18/15	150682	$ 300.00	JP 4 Pl 2	Transfer needed to have sufficent funds to process AI-48920, approved in CC 03/17/2015
03/19/15	150691	$ 73,200.00	Pct. 2 Rd. Maint.	To replace funding transferred out of general supplies for Hike & Bike Trail Project, process of pending requisitions needed.
03/19/15	150690	$ 1,440.00	Co Wide Adm	To fund requisiton # 273742 & 273748 to cover the purchase and installation of audio & video equpment from AL3 Enterprises. Requistions pending to be processed due to the PO rollover recently performed by the Auditor's Office.
03/20/15	150713	$ 8,000.00	Pct. 1 Parks	To fund the purchase of pumps & repair Pct. 1 Parks restrooms. The restrooms are in urgent need of repair due to the upcoming Easter weekend, as requested by Marcie Jackson, A/P Supervisor.
03/20/15	5001	$ 408,509.57	Sheriffs	To fund negative balances for year end.
03/20/15	5002	$ 408,509.57	Co. Wide Adm. - Contingency	To fund negative balances for year end.
03/23/15	150718	$ 8,694.80	Various CO2010A&B Pct. 4	To fund PO increase for Mata-Garcia Architects, LLP(PO#701993) and Change Order #3 for Courie Enterprise (PO#703489). Monies from Adm Bldg (220-043) will be reimbursed through fund 1339 Pct 4 funds.
03/23/15	150717	$ 3,508.43	CO2009 - ADM BLDG-100 E. Cano	To reimburse Adm Bldg project for funds transferred to Pct 4 under Fund 1342 for Change Order #3 for Couric Enterprise (PO#703489)
03/23/15	150746	$ 4,542.84	TXDOT - Mile 2 West.	Emergency interfund transfer from Pct 1 - La blanca-FM493 (SOA 1341) to TXDOT-Mile 2 W (Mile12-US83) to fund expenditures.
03/24/15	5003	$ 274,134.77	Jail	To fund negative balances for year end.
03/24/15	5004	$ 307,548.92	Co. Wide Adm. - Contingency	To fund negative balances for year end. Restricted G/F fund balance accounts are being swept, since during the 2014 Annual Budget Process, and Original Budget was established using the Unassigned G/F Fund balance. Therefore, the Auditors office is recommending sweeping the available funds for calendar year 2014 for the Restricted G/F fund balance accounts as stated above.
03/25/15	150778	$ 10,010.30	Pct. 2 Adm	Due to the relocation of the Planning Staff, a new quote was requested from the vendor for the purchase of office furniture for Pct 2 equipment & Maintenance Facility. The emergency transfer will assist the department in expediting the process and obtain the furniture as soon as possible since this project has been pending since the new administration took office.
03/25/15	150779	$ 2,100.00	TXDot -US83 Illumination	Transfer needed to pay invoice at Auditor's Office awaiting funds.
03/25/15	150792	$ 600.00	Human Resources	Transfer needed to cover anticipated expenditures for in county travel.
03/27/15	150805	$ 700.00	DA Civil Litigation	Transfer is for West-Thomson Reuters invoices that are past due.
03/27/15	150804	$ 20,000.00	DBM	In order to cover a PO increase for L&G for future meetings as needed for the HCMPO Policy.
03/30/15	150822	$ 7,920.00	Facilities Management	To fund difference for vehicle Purchases, refer to AI # 49100(24.G.1) and AI #49082 (24.G.2)CC 03-31-2015.
03/30/15	150821	$ 728.00	Pct. 3 Rd. Maint	To fund difference for purchase of vehicles, refer to AI#49083 (24.I.1), CC 3-31-2015
03/30/15	150828	$ 3,000.00	Public Affairs	Transfer needed for publication of State of County report.

Hidalgo County Non-Agenda Transfers
from March 2, 2015 - March 31,2015

Date	JE #	Amount	Department	Reason
03/31/15	150924	$ 800.00	Pct. 3 Parks	Transfer is for expected expenses and additional rental of portable toilets at Anzaldua's Park for Easter Sunday.
03/31/15	150923	$ 400.00	Veteran's Srv	Transfer needed to purchase a new refrigerator to store insulin medication as well as other perishable items.

AI-49015 **Budget and Management** **25. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver (1100):
Approval to undesignate the amount of $56,562.37 in the year 2014 from the 1115 Waiver Assigned Fund Balance.

BACKGROUND

On 12-16-14 CC approved the designation of $4,003,115.63 (AI-47615). Additionally, on 3-3-15 CC approved the undesignation of $509,859.40 (AI-48674), $9,859.40 consisted of expenditures incurred after the initial designation was approved; however, additional expenditures were processed that reduced the available amounts related to the 1115 Waiver accounts. As requested by the Auditor's Office undesignate for 2014 since the FY2014 has not be closed and adjustments are still being done.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-257-00-000-003-0-000

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

BUDGETARY IMPACT:

Approval to undesignate the amount of $56,562.37 in year 2014; funds available in account# 4-1100-257-00-000-003-0-000 GEN FD- ASSIGNED F/B- 1115 WAIVER.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	03/24/2015 03:47 PM
Budget & Management	Veronica Ortiz	03/25/2015 02:12 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Merlen P. Munoz		Started On: 03/24/2015 10:49 AM
Final Approval Date: 04/10/2015		

AI-49129 **Budget and Management** **25. D. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Crt Tech (1242):
Approval of 2015 appropriation of funds for Justice Crt Tech in the amount of $81,051.15 to fund various operating expenditures in relation to the Odyssey project for the JP offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/2/15, monies are to be unreserved from Acct#5-1242-258-00-000-000-0-000 JUST CRT TECH-UNASSIGNED FUND BALANCE

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2015 04:58 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Patricia Ramos		Started On: 03/27/2015 04:47 PM
Final Approval Date: 04/10/2015		

DATE: March 27, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Justice Crt Tech**

ACCOUNT NUMBER: 5-1242-412-00-060-001-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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
5-1242-412-00-060-001-0-	320	JUSTICE CRT TECH-	PROFESSIONAL SERVICES	4,119.00
5-1242-412-00-060-001-0-	336	JUSTICE CRT TECH-	COMPUTER SERVICES	6,000.00
5-1242-412-00-060-001-0-	340	JUSTICE CRT TECH-	TECHNICAL SERVICES	5,000.00
5-1242-412-00-060-001-0-	430	JUSTICE CRT TECH-	REPAIR & MAINT SERVICES	4,853.00
5-1242-412-00-060-001-0-	532	JUSTICE CRT TECH-	WIRELESS DEVICES	4,136.15
5-1242-412-00-060-001-0-	610	JUSTICE CRT TECH-	GENERAL SUPPLIES	3,865.00
5-1242-412-00-060-001-0-	660	JUSTICE CRT TECH-	FURNISHINGS & EQUIPMENT	2,500.00
5-1242-412-00-060-001-0-	751	JUSTICE CRT TECH-	MACHINERY & EQUIPMENT	8,000.00
5-1242-412-00-060-001-0-	761	JUSTICE CRT TECH-	SOFTWARE	40,865.00
5-1242-412-00-060-001-0-	780	JUSTICE CRT TECH-	CAPITAL LEASES	1,713.00
			TOTAL BUDGET INCREASE (DECREASE)	**81,051.15**

REASON: To appropriate funding for various operating expenditures for the JP Offices in relation to the Odyssey project (cable drops, scanners, cabling & audio system, Shoretel phones, Lexis-Nexis, data cards & headsets).
Monies are to be appropriated from fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49168 **Budget and Management** **25. D. 2.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 1 Rd. Maint. (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance for Pct 1 Rd. Maintenance (program 005) in the amount of $55,305.77 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Pct 1 Rd. Maint. to fund various operating expenditures. Monies are taken from the R&B unreserved fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/02/2015 08:45 AM
Budget & Management	Veronica Ortiz	04/02/2015 09:27 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Merlen P. Munoz		Started On: 04/02/2015 08:08 AM
Final Approval Date: 04/10/2015		

DATE: April 14, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 1 Rd Maint**

ACCOUNT NUMBER: 5-1200-431-00-121-005-0-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
5-1200-431-00-121-005-0- 610	PCT 1 RD MAINT.	GENERAL SUPPLIES	55,305.77
		TOTAL BUDGET INCREASE (DECREASE)	**55,305.77**

REASON: To appropriate funding into operating expenditures for Pct 1. Monies will be appropriated from the R&B unreserved Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49162 **Budget and Management** **25. D. 3.**

CC - REGULAR

Meeting Date: 04/14/2015

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

Department: COMM. PCT. #3

Information

CAPTION

Pct 3 Rd. Maint. (1200):
Approval of 2015 appropriation of funds from the R&B unreserved fund balance into Pct 3 Rd. Maint. (program 005) in the amount of $440,283.57 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Pct 3 Rd Maint to fund various operating expenditures. Monies are taken from the R&B unreserved fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:48 PM
Merlen P. Munoz	Merlen P. Munoz	04/02/2015 08:45 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Norma Ceballos		Started On: 04/01/2015 11:11 AM
Final Approval Date: 04/10/2015		

DATE: April 14, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-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
5-1200-431-00-123-005-0-	339	PCT 3 RD MAINT.	OTHER PROF SRV	15,000.00
5-1200-431-00-123-005-0-	430	PCT 3 RD MAINT.	REPAIR & MAINT SERVICES	25,000.00
5-1200-431-00-123-005-0-	442	PCT 3 RD MAINT.	EQUIP & VEHICLE RENTALS	5,000.00
5-1200-431-00-123-005-0-	540	PCT 3 RD MAINT.	ADVERTISING	3,000.00
5-1200-431-00-123-005-0-	605	PCT 3 RD MAINT.	CLOTHING & UNIFORMS	1,000.00
5-1200-431-00-123-005-0-	610	PCT 3 RD MAINT.	GENERAL SUPPLIES	10,000.00
5-1200-431-00-123-005-0-	626	PCT 3 RD MAINT.	GASOLINE/DIESEL	200,000.00
5-1200-431-00-123-005-0-	721	PCT 3 RD MAINT.	ROADS	100,000.00
5-1200-431-00-123-005-0-	812	PCT 3 RD MAINT.	SOFTWARE LICENSE RENEWAL	2,000.00
5-1200-431-00-123-005-0-	751	PCT 3 RD MAINT.	MACHINERY & EQUIPMENT	5,000.00
5-1200-431-00-123-005-0-	890	PCT 3 RD MAINT.	OTHER	74,283.57
			TOTAL BUDGET INCREASE (DECREASE)	**440,283.57**

REASON: To appropriate funding into operating expenditures for Pct 3. Monies will be appropriated from the R&B unreserved Fund Balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49292 **Budget and Management** **25. D. 4.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Office Scofflaw Program (1100):
Approval of 2015 appropriation of funds from the General Fund restricted Scofflaw fund balance into the Scofflaw Program (140-004) in the amount of $125,174.57 to fund salaries & operating expenditures.

BACKGROUND

Creation of two (2) Scofflaw Deputy Clerk I positions were previously approved by CC on 3-17-15 (AI #48894/9.A)
Operating expenditures are in relation to the Warrant Postcard initiative/Scofflaw Program.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $125,174.57 to fund salaries & operating expenditures in relation to the Scofflaw Program.

Funds available as of 4-10-15 in acct #***5-1100-255-02-000-015-0-000 G/F-Restricted F/B-Scofflaw***

Attachments

Scofflaw Program appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/10/2015 09:36 AM
Budget & Management	Veronica Ortiz	04/10/2015 11:27 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Ivan Cantu		Started On: 04/10/2015 08:48 AM
Final Approval Date: 04/10/2015		

DATE: April 14, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Scofflaw Program

ACCOUNT NUMBER: 5-1100-415-15-140-004-0-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
5-1100-415-15-140-004-0-	113	SCOFFLAW PROG.-	REGULAR F/T EMPLOYEES	46,896.55
5-1100-415-15-140-004-0-	211	SCOFFLAW PROG.-	HEALTH INSURANCE	9,266.76
5-1100-415-15-140-004-0-	212	SCOFFLAW PROG.-	LIFE INSURANCE	58.71
5-1100-415-15-140-004-0-	220	SCOFFLAW PROG.-	FICA	3,587.59
5-1100-415-15-140-004-0-	230	SCOFFLAW PROG.-	RETIREMENT	4,985.10
5-1100-415-15-140-004-0-	250	SCOFFLAW PROG.-	UNEMPLOYMENT COMP	281.38
5-1100-415-15-140-004-0-	260	SCOFFLAW PROG.-	WORKERS COMP	98.48
5-1100-415-15-140-004-0-	535	SCOFFLAW PROG.-	POSTAGE	46,000.00
5-1100-415-15-140-004-0-	550	SCOFFLAW PROG.-	PRINTING & BINDING	14,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**125,174.57**

REASON: Appropriation of funds to fund salaries, fringes, & operating expenditrues in relation to the Scofflaw Program. Funds are to be unreserved by the Auditor's Office from acct #***5-1100-255-02-000-015-0-000 Gen. FD-Restricted F/B-Scofflaw.***

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49232 **Budget and Management** **25. D. 5.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Fire Marshal (1100):
1. Approval of Certification of Revenue by County Auditor for the Fire Marshal.
2. Approval of 2015 appropriation of funds for Fire Marshal in the amount of $1,004.68 to fund the repairs for vehicle.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-422-10-300-001-0-610

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

BUDGETARY IMPACT:

Available funds as of 4/8/15, monies are to be unreserved from Acct#5-1100-360-00-000-005-0-000 Gen Fund Misc Rev-Insurance Claims

Attachments

Request for COR
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/08/2015 04:38 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Patricia Ramos		Started On: 04/08/2015 01:50 PM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 ▪ Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

MEMORANDUM

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Wednesday, April 8, 2015

Subject: Fire Marshal Certification of Revenues

Cc: Linda Fong, 1st Assistant Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting Division
Alvaro Chuc, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenues for Fire Marshal (AI-49232 4/14/15). Revenues have been received in the amount of $1,004.68 and are recorded in account no. 5-1100-360-00-000-005-0-000.

These revenues will be appropriated in the next Commissioners' Court meeting following the Certification of Revenues.

Thank you for your attention on this matter. If you have any questions, please do not hesitate to contact me at (956) 292-7025 ext., 5424.

DATE: April 8, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2015
Appropriation
AI-49232

DEPARTMENT NAME: Department of Budget & Management for **Fire Marshal**

ACCOUNT NUMBER: 5-1100-422-10-300-001-0-610

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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
5-1100-422-10-300-001-0- 430	Fire Marshal-	Repair & Maint Services	1,004.68
5-1100-360-00-000-005-0- 000	*Gen Fund-Misc-Rev-*	*Insurance Claims*	*1,004.68*
		TOTAL BUDGET INCREASE (DECREASE)	**1,004.68**

REASON: Appropriation of funds from General Fund Miscellaneous Revenue into Fire Marshal account to fund repairs to vehicle.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-49311 **Budget and Management** **25. E. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 (1301):
Approval of 2015 interfund transfer from Pct# 4 Rd. Maint. (1200) to Emergency SRVC-Linn San Manuel (1301) in the amount of $3,010.20.

BACKGROUND

See AI-49251
Change Order 4 &5

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-124-007-0-605

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

BUDGETARY IMPACT:

Funds available as of 04/10/15

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2015 02:57 PM
Manuel Chapa	Manuel Chapa	04/10/2015 04:27 PM
Auditor's Office	Debbie Tamez	04/10/2015 05:03 PM
Manuel Chapa	Manuel Chapa	04/10/2015 05:09 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Veronica Lopez Started On: 04/10/2015 02:25 PM

Final Approval Date: 04/10/2015

DATE: April 10, 2015

DEPARTMENT HEAD: Commissioner J. Palacios

2015
Interfund Transfer

AI-49311

DEPARTMENT NAME: Hidalgo County Precinct No. 4

ACCOUNT NUMBER: 5-1301-419-40-124-136-0-730

CONTACT PERSON: Veronica Davis **PHONE:** (956) 383-3112 Ext. 4019

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1200-431-00-124-007-0-605	Pct. 4 Rd. Maint- Clothing & Uniforms		(3,010.20)
5-1200-491-01-000-301-0-891	TRANSFERS OUT		3,010.20
TO:			
5-1301-391-01-000-200-0-000	TRANSFERS IN		3,010.20
5-1301-419-40-124-136-0-730	Pct. 4 Emergency SRVC- Linn San Manuel- BLDG		3,010.20
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Interfund transfer needed to fund Jcon Change Order # 4 & 5 (AI- 49251, CC 04/14/15).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-49210 **Purchasing Department** **26. A. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Clarify Agenda Item AI#48422(e.) [CC action 03-03-15 approving a total of 4 providers for Appraisal Real Estate Pool] to and add the category and establish/identify the "pool" of Review Appraiser Services Providers as:
One (1) Sole Provider: Harvey L. Heerssen, dba, HLH
including the waiving of the protocol to score and grade this provider [as the sole vendor in approved "Pool" for review apprasiers]; and,

B. Approve the engagement through an "on call" master agreement with Harvey L. Heerssen, dba, HLH for the provision of Review Appraisal Services and thereafter duly authorized purchase orders on a per project basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services would be provided through authorized and funded Purchase Orders per project on an as needed basis by users.

Attachments

Acceptance Sheet
Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Hid Co.
legals approval-HLH
INS

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	04/09/2015 04:50 PM
Budget & Management	Veronica Ortiz	04/10/2015 08:25 AM
Glinda Pacheco	Glinda Pacheco	04/10/2015 02:16 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Marty Salazar Started On: 04/07/2015 02:05 PM

Final Approval Date: 04/10/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: FEBRUARY 04, 2015	**RSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " PROFESSIONAL APPRAISAL AND/OR REVIEW APPRAISAL SERVICES POOL"

RFSQ NO: 2015-009-02-04-SGS	**BUYER: SANDY SUAREZ**

	PARTICIPATING VENDORS	**Acceptance sheet**	**1 Original / 3 Copies**	**8 CDs**
1	HLH Appraisal Services	✓	✓	✓
2	Appraisal Haus	✓	✓	✓
3	Nittler Appraisal Consulting	✓	✓	✓
4	Leonal Garza, Jr. & Assoc.	✓	✓	✓

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-15-146-04-14

THIS AGREEMENT is made effective the **14th** day of **APRIL, 2015** by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN** d/b/a **HLH APPRAISAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES" (on an as needed basis)** for projects located within **HIDALGO COUNTY** *(includes all funding sources, programs and entities)*; and;

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County ***"Review of Appraisal Services (on an as needed basis)*** for projects located within **Hidalgo County** *(includes all funding sources, programs and entities)* as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser". ***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract for a period of **one (1) year**, effective **APRIL 14, 2015**, and will expire **APRIL 13, 2016** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the County with each **"Purchase Order".**

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order.

The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County or at other agreed upon locations.

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 Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, 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 contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax,

withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	If to Appraiser:
County of Hidalgo	Harvey L. Heerssen d/b/a
Attention: County Judge	**HLH APPRAISALSERVICES**
100 E. Cano, 2nd Floor	6107 Aberton Forest Drive
Edinburg, Texas 78539	Houston, Texas 77084

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

. **23. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

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 Contract, the County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract 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.

EXECUTED, as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES

By: _____

Printed Name: Harvey L. Heerssen

Title: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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) 292-7612

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-009-02-04-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

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 and Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2015-009-02-04-SGS

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) and eight (8) 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 – 2015-009-02-04-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Years Eve	12/31/15

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2015 and ending March 15, 2016.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. 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, three (3) copies and eight (8) 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: 2015-009-02-04-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -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 an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit** ____ **LLC** ____ **Sole Proprietor** ____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension 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 APPRAISALS SERVICES POOL

RFQ No.: 2015-009-02-04-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

SIGNATURE DATE

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

April 8, 2015

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: "Appraisal Review Services" for purposes of an "on call" Professional Services Agreement through a Purchase Order on a per project basis within Hidalgo County"

Dear Ms. Saenz:

This letter is in reference to your request of April 8, 2015 requesting my Scope of Work and Proposed Rate/Fee Schedule and Current Insurance Certificates for a "Professional Services Agreement" in connection to **Review of Appraisal Services for Projects in General located within Hidalgo County on an as needed basis.**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County on an as needed basis. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance. Also attached is a notarized Affidavit concerning being a sole proprietor not required to carry Workers Compensation.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT “B”

APPRAISER’S FEE SCHEDULE

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

April 8, 2015

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: "Appraisal Review Services" for purposes of an "on call" Professional Services Agreement through a Purchase Order on a per project basis within Hidalgo County"

Dear Ms. Saenz:

This letter is in reference to your request of April 8, 2015 requesting my Scope of Work and Proposed Rate/Fee Schedule and Current Insurance Certificates for a "Professional Services Agreement" in connection to **Review of Appraisal Services for Projects in General located within Hidalgo County on an as needed basis.**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County on an as needed basis. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance. Also attached is a notarized Affidavit concerning being a sole proprietor not required to carry Workers Compensation.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT “C”

INSURANCE REQUIREMENTS

Allstate. You're in good hands.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2014

PRODUCER

Pisani and Associates
8588 Hwy 6 North
Houston, TX 77095
281-855-7115

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Harvey L. Heersen DBA HLH Appraisal Services
6107 Aberton Forest Drive
Houston, TX 77084

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					$
A		AUTOMOBILE LIABILITY	048963714 BAP	04/16/2014	04/16/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] 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 $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
		Professional Liability	LSI012626-002	04/14/2014	04/14/2015	$1,000,000 Each Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2010 Ford F-150

1FTEW1C87AFD03660
Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 South Highway, BUS 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Adam Pisani

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2014

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 538-8295
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Sentinel Ins Co LTD	11000
INSURED	INSURER B :	
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
A	[X] General Liab	X	X	41 SBM ZP3811	04/14/2014	04/14/2015	MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc Maillox

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AFFIDAVIT & INDEMNITY AGREEMENT

Date: January 27, 2015

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as :

HLH Appraisal Services with Hidalgo County, L & G Engineering and Texas Department of Transportation (TxDOT),and Hidalgo County Regional Mobility Authority (HCRMA) and other clients involved in right of way acquisition on roads and drainage projects. Affiant will provide service for all clients listed.

Affiant further states that he has no employee (s) and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant will immediately notify the clients listed above and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo, L & G Engineering ,TxDOT and HCRMA and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not

Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSRIBED TO UNDER OATH BEFORE ON January 27, 2015

Notary Public, State of Texas

Veronica Almazan
Notary Public,
State of Texas
Commission Expires: 11-17-2017

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Appraisal Review Services - Hid Co.

From : Steve Crain <scrain@atlashall.com> Thu, Apr 09, 2015 03:43 PM

Subject : RE: Review & Approve Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Appraisal Review Services - Hid Co. 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The form is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 09, 2015 3:29 PM
To: Steve Crain
Subject: Re: Review & Approve Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Appraisal Review Services - Hid Co.

Yes, vendor has been advised and has stated that he is currently waiting to receive Acord Insurance Certificate by his Insurance Agent. (review attached).

I believe **General & Professional will expire on 04/14/15** & **Auto on 04/15/15.**

****CC date falls on 04/14/15, by then vendor has advised he will submit the current certificates.**

Can the form of the agreement still be approved?

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

Sent: Thursday, April 9, 2015 2:59:34 PM
Subject: RE: Review & Approve Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Appraisal Review Services - Hid Co.

Some of the insurance coverages expire on April 4, 2015.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 09, 2015 2:25 PM
To: Stephen L. Crain; Marynel Trevino
Cc: Martha Salazar
Subject: Review & Approve Contract# C-15-146-04-14-HLH Appraisal Service-(on call) Appraisal Review Services - Hid Co.

Good afternoon, Mr. Crain-

Please review and approve as to form agreement # ***C-15-146-04-14*** *(attached hereto) with* ***HLH Appraisal Service - (on call) "Appraisal Review Services" - Hidalgo County.***

***Note: will be placed on the next CC for final approval.*

Please advise.

Thanks.

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...😀



image001.gif
345 B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2015

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	CONTACT NAME: DANA DAMICO
LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ASPEN SPECIALTY INSURANCE COMPANY	10717
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: HLH APPRAISAL SERVICES
HARVEY L. HEERSSEN
6107 ABERTON FOREST DRIVE
HOUSTON, TX 77084
ID# 166125

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD *INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION* OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			ASI000084-01	04/14/2015	04/14/2016	$1,000,000 EACH CLAIM $2,000,000 AGGREGATE	

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE
POLICY INCLUDES A WAIVER OF SUBROGATION (REFER TO VI. CONDITIONS (L) SUBROGATION OF THE ASPEN POLICY).

CERTIFICATE HOLDER

HIDALGO COUNTY, PURCHASING DEPARTMENT
NEW ADMINISTRATIVE BUILDING
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2015

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 538-8295
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	
INSURED	INSURER B:	
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		41 SBM ZP3811	04/14/2015	04/14/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mac Maillon

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2015

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 Pisani and Associates 8588 Hwy 6 N Houston TX 77095	**CONTACT NAME:** Adam Pisani **PHONE (A/C, No, Ext):** (281)855-7115 **FAX (A/C, No):** (281)855-1097 **E-MAIL ADDRESS:** AdamPisani@allstate.com
INSURED Harvey L. Heersen DBA HLH Appraisal Services 6107 Aberton Forest Drive Houston TX 77084	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Allstate Insurance 19232 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			048963714 BAP	04/16/2015	04/16/2016	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability			LSI012626-002	04/14/2015	04/14/2016	$1,000,000 Each $2,000,000 Each	

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

2010 Ford F-150

1FTEW1C87AFD03660

Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER	**CANCELLATION**
Hidalgo County Atten. Purchasing Department 2812 South Hwy.Bus 281 Edinburg TX 78539	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Adam Pisani

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AI-48867 **Purchasing Department** **26. A. 2.**

CC - REGULAR

Meeting Date: 04/14/2015

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 meeting all specifications and/or requirements for the purpose of award and approval of contract to Cleveland Asphalt Products, Inc. for the Request for Bids project titled: Hidalgo County-"SS-1 Emulsified Asphalt & Delivery Services" through project No.: 2015-027-03-11-SGS.

BACKGROUND

1. Contract will commence on April 22, 2015
2. 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 - Funds available as of 4/8/15.

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-721

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

BUDGETARY IMPACT:

Pct 3 - Funds available as of 4/8/15.

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 - Funds available as of 4/8/15.

on an "as needed basis"

Attachments

Recommendation, tab , participation log

Legal approval & contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/06/2015 11:07 AM
Budget & Management	Veronica Ortiz	04/07/2015 08:19 AM
Glinda Pacheco	Glinda Pacheco	04/08/2015 03:58 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Sandy Suarez		Started On: 03/11/2015 02:33 PM
Final Approval Date: 04/10/2015		

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: **Mr. Raul Sesin, PE, CFM, Planning Administrator**
Hidalgo County Engineering Projects Office

Attn: **Eliza Yzaguirre, Engineering Tech**

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **March 11, 2015**

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2015-027-03-11-SGS-Hidalgo County- SS-1 EMUSIFIED ASPHALTAND DELIVERY SERVICES"

We have received **two (2) responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

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: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information, please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Cleveland Asphalt Products, Inc.	Low Price / Meets TxDOT Specs.
2.	
3.	

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
PE	RAUL E. SESIN, PE	HCDD No 1	3/13/15

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 11, 2015

TO: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano/Katia Garcia

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Armando Garza, Jr /Erika Zamora

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez/Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2015-027-03-11-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Recommendation/Concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, March 18, 2015 @10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:

Cleveland Asphalt, Inc.

BUDGET ACCOUNT #: 5-1200-431-00-121-005-0-610

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	3/12/15

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: March 11, 2015

TO: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano/Katia Garcia

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Armando Garza, Jr /Erika Zamora

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez/Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2015-027-03-11-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Recommendation/Concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, March 18, 2015 @10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Lowest Bidder - Cleveland Asphalt

BUDGET ACCOUNT #: 5-1200-4431-00-123-005-0-721 and any other funds

Authorized Signature	Printed Name	Department	Date
Joe M. Flores	Joe M. Flores	Pct#3	3/11/15

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 11, 2015

TO: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano/Katia Garcia

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez/Norma Ceballos

TO: **Hon. Eduardo "Eddie" Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Armando Garza, Jr /Erika Zamora

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez/Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2015-027-03-11-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Recommendation/Concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, March 18, 2015 @10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:

Cleveland Asphalt Products Inc.

BUDGET ACCOUNT #: 5-1200-431-00-124-007-0-721

Authorized Signature	Printed Name	Department	Date
	ROMAN Rodriguez	Road & Bridge	3/12/15

Enclosures

PCT 4

TABULATION SHEET
HIDALGO COUNTY
(all funding sources,programs & entities)
SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES
BID NO.: 2015-027-03-11-SGS

DESCRIPTION	VENDOR (S)			
	CLEVELAND ASPHALT PRODUCTS, INC		MARTIN ASPHALT COMPANY	
SS-1 EMULSIFIED ASPHALT	Price per gallon	Demurrage after 2 hrs	Price per gallon	Demurrage after 2 hrs
LOADS of 5,000 or MORE GALLONS	$2.4076	$80.00	$2.45	$60.00
LOADS of 4,000 to 4,999 GALLONS	$2.5020	$80.00	$2.65	$60.00
LOADS of 3,000 to 3,999 GALLONS	$2.6593	$80.00	$2.88	$60.00
LOADS of 2,000 to 2,999 GALLONS	$2.9240	$80.00	NO BID	--------
LOADS of 1,000 to 1,999 GALLONS	$3.9180	$80.00	NO BID	--------

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: March 11, 2015 BID OPENING TIME: 9:30 A.M.
BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID NO.: 2015-027-03-11-SGS

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.	**Martin Asphalt** Attn: Jack Nimmo	Email	Sandy Suarez	02/23/15	3 Riverway Ste# 400 Houston, Tx. 77056 Ph# 800-662-0987 Fax# 800-552-2415 D#713-350-6849 jnimmo@martinmlp.com
2.	**Ergon A & E Inc.** Attn: David Kopp Beth Roe	e-mail	Sandy Suarez	02/23/15	6746 Up River Rd. Corpus Christi, TX. 78409 P#830-708-6647 david.kopp@ergon.com beth.roe@ergon.com
3.	**Prime Vendor Inc.** Kimberly Doumit	e-mail	Sandy Suarez	02/23/15	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Bids20@prime-vendor.com
4.	**Cleveland Asphalt**	e-mail	Sandy Suarez	02/23/15	100 Asphalt Lane Shepard, TX. 77371 Ph#800-334-0177 capcoasphalt@msn.com
5.	**Western Emulsions, Inc.** Rusty Smallwood Local rep-John de la Garza	e-mail/IP	Sandy Suarez	02/23/15	8516 Kenosha Dr Usa Lubbock Tx 79423 806/787-0557 806-799-1836 rusty@westernemulsions.com john@westernemulsions.com
6.	**Virtual Builders Exchange** **Karen Sester**	e-mail	Sandy Suarez	02/23/15	4047 Naco Perrin Ste 100 San Antonio, TX 78217 P 210-564-6900 F 210-564-6902 karen@virtualbx.com
7.	**IOC Company** **Sebastin Salinas**	e-mail	Sandy Suarez	03/02/15	9312 E. Curve Rd. Edinburg, TX. 78542 P - 956-380-2897 F - 956-380-4085 C-239-7938

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-14-027-04-14-Cleveland Asphalt Products

From : Steve Crain <scrain@atlashall.com> Thu, Apr 02, 2015 03:51 PM
Subject : RE: C-14-027-04-14-Cleveland Asphalt Products
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, April 02, 2015 3:28 PM
To: Steve Crain
Subject: C-14-027-04-14-Cleveland Asphalt Products

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-15-027-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of 14th day of April, 2015 by and between**, Cleveland Asphalt Products, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"SS-1 Emulsified Asphalt and Delivery Services,"** for Hidalgo County 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in the areas of **HIDALGO COUNTY** projects for a period of one (1) year, from April 22, 2015 to April 21, 2016, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: Cleveland Asphalt Products, Inc.
Attn: Clayton Moore, Sales Rep.
PO Box 1449
Shepherd, Texas 77371

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 advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of 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 Buyer does not hereby waive,

release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

Seller:
CLEVELAND ASPHALT PRODUCTS, INC.

_____
Ramon Garcia, County Judge

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Date:_____

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 (All Funding Sources, Programs and Entities)
Request for Bids **"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERIVCES"**
Bid No: 2015-027-03-11-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

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

BID NO.: 2015-027-03-11-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, 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 Requirement 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

February 23, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

Bid No: 2015-027-03-11-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID OPENING DATE:

MARCH 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"SS-1 EMULSIFIED ASPHALT AND DELIVERY 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-2015-027-03-11-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** and in County's Purchasing Department, 2812 So. Business 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-2015-027-03-11-SGS RFB-HIDALGO COUNTY(All Funding Sources, Programs And Entities) – "SS-1 EMULSIFIED ASPHALT AND DELIVERY 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. 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 and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**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 who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"SS-1 EMULSIFIED ASPHALT"
BID NO.: 2015-027-03-11-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

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid №: 2015-027-03-11-SGS

Scope of Services:

Hidalgo County is seeking an annual contract from qualified vendors to supply and deliver **SS-1 Emulsified Asphalt** to the following locations but not limited to and on **"as needed basis"**. SS-1 Emulsified Asphalt shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2004. Item 300, Asphalts, Oils, and Emulsions.

REQUIREMENTS/ SPECIFICATONS:

The following are the minimum requirements accepted.

- **Product Specifications for SS-1 Emulsified Asphalt**

Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements in Table 1.

Table 1: Emulsified Asphalt SS-1

PROPERTY	Min	Max	AASHTO Test Method
Saybolt Furol Viscosity 77 °, sec (SFS) 122°, sec (SFS)	 20 ----	 100 ----	T-72
Sieve Test, %	----	0.1	T-59
Miscibility	PASS		T-59
Cement Mixing, %	---	2.0	T-59
Coating ability & water resistance: Dry aggregate/after spray Wet aggregate/after spray	 --- ---		T-59
Demulsibility, 35ml of 0.02 N $CaCl_2$, %	---	---	T-59
Storage Stability 1 day, %	----	1	T-59
Freezing test, 3 cycles[1]	PASS		T-59
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	 60 ----	 --- 0.5	T-59
Test on residue from distillation: Penetration @ 77°F, 100g, 5 sec Solubility in trichloroethylene, % Ductility @ 77°, 5 cm/min, cm Float Test @ 140°F, sec	 120 97.5 100 ----	 160 --- --- ---	 T-49 T-44 T-51 T-50

1. Applies only when the Engineer designates material for winter use.

Use storage and application temperatures in accordance with Table 2. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures superseded those of Table 2.

Table 2: Storage and Application Temperatures

Type-Grade	Recommended Application Range, (° F)	Application Maximum Allowable, (° F)	Storage Maximum, (° F)
Emulsified Asphalt SS-1	50-130	140	140

- Material – bid price by the gallon delivered by vendor
- **MSDS must be submitted with bid and kept current during the contract period.**

LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

c) **Precinct #3- 7 Mile Line & Iowa Road**

d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

Vendor must supply Pump and Hose (For Unloading).

1. QUANTITY:

Hidalgo County will purchase material on an "AS NEEDED BASIS ONLY".
Thus it is agreed and understood that the County will purchase no more material than is needed.

2. CONTRACT TERM:

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain firm through the contract period.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

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 of award of new bid for the next contract term.

3. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for 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 of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

4. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "SS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "SS-1 Emulsified Asphalt" to Hidalgo County,

HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

5. TERMINATION:

Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

6. TERMS AND CONDITIONS:

a) 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 advantageous to the County.

b) Hidalgo County reserves the right to award to One or Multiple bidders, whichever is in the best interest of the County.

c) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").

e) 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.

f) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.

g) In the event the material furnished does not meet the entire County's requirement (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 unused portion of material found to be unsatisfactory.

h) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

i) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

j) All cost and expenses associated with the preparation and submission of all (Bid, 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.

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 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR E-MAILED TO: sandy.suarez@co.hidalgo.tx.us no later than Day, MARCH 04, 2015 at 5:00 p.m. Responses to said inquires will be sent to all applicants via e-mail by **no later than Day , MARCH 06, 2015 at 5:00 p.m.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2015-027-03-11-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For unloading)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge: will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B, destination	$_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B; destination	$_____ /Gal.	$_____Hour

For Internal Use Only –CommodityCcode: 945-07/945-08 Emulsified Asphalt

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period and will be only on an "**As needed Basis".**

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company Name:_____

Address:_____/Branch Address _____

City/State/Zip Code:_____

Phone №:_____Fax №:_____Cellular №: _____

Branch №:_____ Fax №: _____

Authorized Signature:_____

Printer Name:_____ Date / /

Title:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILIT				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 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:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY"

RFB No.: 2015-027-03-11-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2015-027-03-11-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For unloading)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge: will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	$ 2.4076 /Gal.	$ 80.00 / Hour after 2 free hrs
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B, destination	$ 2.5020 /Gal.	$ 80.00/ Hour after 2 free hrs
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., destination	$ 2.6593 /Gal.	$ 80.00/ Hour after 2 free hrs
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., destination	$ 2.9240 /Gal.	$ 80.00 Hour after 2 free hrs
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B; destination	$ 3.9180 /Gal.	$ 80.00/ Hour after 2 free hrs

For Internal Use Only –CommodityCcode: 945-07/945-08 Emulsified Asphalt

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period and will be only on an "**As needed Basis**".

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

OPENED 3/11/15 9:35 AM Witnessed

Company Name: Cleveland Asphalt Products, Inc

Address: P.O.BOX 1449 /Branch Address

City/State/Zip Code: SHEPHERD, TEXAS 77371

Phone №: 800-334-0177 Fax №: 936-628-6602 Cellular №: 713-202-4083/Craig C. Moore

Branch №: Fax №:

Authorized Signature:

Printer Name: Clayton Moore Date: 2 / 25 / 15

Title: Sales Rep

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2015

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
Bowen, Miclette & Britt Insurance Agency, LLC
1111 North Loop West, #400
Houston TX 77008

CONTACT NAME: Amber Adams
PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166
E-MAIL ADDRESS: certificates@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	
INSURER B : Chartis Specialty Insurance Company	26883
INSURER C : Charter Oak Fire Ins. Co.	25615
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cleveland Asphalt Products, Inc.
P O Box 1449
Shepherd TX 77371

COVERAGES **CERTIFICATE NUMBER:** 748976512 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	EG45052849	8/1/2014	8/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	MR8274P12014	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TSF0001182110	8/1/2014	8/1/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:
Blanket additional insured per form # 103124 0514 A, B, C, E
See Attached...

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC	NAMED INSURED Cleveland Asphalt Products, Inc. P O Box 1449 Shepherd TX 77371
POLICY NUMBER A	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket additional insured (completed operations) per form # 103124 0514 A, B, C, E
Blanket waiver of subrogation per form # 94283 (3/07) A, B, C, E
Blanket primary/non-contributory per form # 103124 0514 A, B, E

Automobile:
Blanket additional insured per form # CAT4370808
Blanket waiver of subrogation per form # CAT3400808

Worker's Compensation:
Blanket waiver of subrogation per form # WC 42 03 04 A

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

necessary litigation expenses incurred by us in connection with such defense and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or paragraph 2.b. (2) of **SECTION I - COVERAGES, COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, such payments will not be deemed to be damages for **bodily injury** and **property damage** and, under Coverage E, **environmental damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in paragraph 2f. above, are no longer met.

SECTION II - WHO IS AN INSURED

Applicable to Coverages A, B, C and E

Each of the following is an insured under Coverages A, B, C and E:

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your **volunteer workers** only while performing duties related to the conduct of your business or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

      (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);

         (b) 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) above; or

         (c) Arising out of his or her providing or failing to provide professional health care services, except as respects any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services, provided you are not engaged in the business of providing such services.

(2) **Property damage** or **environmental damage** to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your **employees, volunteer workers,** any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**) or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

e. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the inception date of this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only (a) until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, (b) provided that you give us written notification within 180 days of the date of such acquisition or formation or before the end of the policy period, whichever is earlier, and (c) an additional premium to be charged at our discretion, determined by the rates utilized at policy inception, is paid when due;

b. Coverages A and E do not apply to **bodily injury, property damage, environmental damage** or **emergency response costs** that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

4. Any person or organization, other than a third party carrier, with whom you agreed to include as an insured, because of a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, emergency response costs** or **personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work,** equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

a. **Bodily injury, property damage, environmental damage** or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f. above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(a) Any **occurrence** which takes place after the equipment lease expires or you cease to be a tenant.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

5. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage, emergency response costs** or **personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of their financial control of you.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company unless a current or past partnership, joint venture, or limited liability company is an insured pursuant to paragraphs 1. through 5. above.

Applicable to Coverage D

Each of the following is an insured under Coverage D:

The Named Insured designated in the declarations and any past or present director, officer, partner, member or **employee** thereof, while acting within the scope of his or her duties as such and any customer with whom you have agreed in writing to include, prior to a **claim** being made or **loss** being incurred with respect to such customer, as an insured for **loss** arising from your storage, handling, treatment, processing or disposal of their product or waste on any **insured property**.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
1	SHEPHERD	TX	77371	0407	063	40529	99999
2	SHEPHERD	TX	77371	0407	063	40529	99999
3	SHEPHERD	TX	77371	0407	063	40529	99999
4	SHEPHERD	TX	77371	0407	063	40529	99999
5	SHEPHERD	TX	77371	0407	063	40529	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
1	1991	INTER 9000	2HSFBG6R0MC047523	80000	ACV	X
2	1991	INTER 9000	2HSFBG6R7MC047518	80000	ACV	X
3	1992	INTER 9000	2HSFHCTRXNC055609	80000	ACV	X
4	1985	FREIG CONVE	1FUPYDYB0FP249380	80000	ACV	X
5	1996	INTER 9200	2HSFMALR8TC047179	119728	ACV	X

	COVERED AUTO 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

TOTAL UNINSURED AND UNDERINSURED MOTORISTS PREMIUM:

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
6	SHEPHERD	TX	77371	0407	063	40529	99999
7	SHEPHERD	TX	77371	0407	063	40529	99999
8	SHEPHERD	TX	77371	0407	063	40529	99999
9	SHEPHERD	TX	77371	0407	063	40529	99999
10	SHEPHERD	TX	77371	0407	063	40529	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
6	2005	INTER 9400	2HSCNAPR35C000901	115993	ACV	E
7	1996	INTER 9200	2HSFMALR9TC047319	119728	ACV	X
8	1992	INTER 8000	1HSHEA7NONH439159	85000	ACV	X
9	1993	PETER CONVE	1XP5DR9X5PD335710	108575	ACV	X
10	2001	INTER 9400	2HSCNAMR81C087354	102000	ACV	X

	COVERED AUTO 6	COVERED AUTO 7	COVERED AUTO 8	COVERED AUTO 9	COVERED AUTO 10
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
11	SHEPHERD	TX	77371	0407	063	40529	99999
12	SHEPHERD	TX	77371	0407	063	40529	99999
13	SHEPHERD	TX	77371	0407	063	68429	
14	SHEPHERD	TX	77371	0407	063	40529	99999
15	SHEPHERD	TX	77371	0407	063	50429	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
11	2001	INTER 9400	2HSCNAMR21C087348	102000	ACV	X
12	2001	INTER 9400	2HSCNAMR01C087395	102000	ACV	X
13	1995	ETNYR	1E9T4Y205SE007005	20500	ACV	X
14	2001	INTER 9400	2HSCNAMR31C087410	102000	ACV	X
15	2001	INTER 9400	2HSCNAMR41C087321	102000	ACV	X

	COVERED AUTO 11	COVERED AUTO 12	COVERED AUTO 13	COVERED AUTO 14	COVERED AUTO 15
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA T0 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
16	SHEPHERD	TX	77371	0407	063	23529	20000
17	SHEPHERD	TX	77371	0407	063	50429	99999
18	SHEPHERD	TX	77371	0407	063	68529	
19	SHEPHERD	TX	77371	0407	063	68529	
20	SHEPHERD	TX	77371	0407	063	68429	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
16	2003	INTER 9400	1HTMPAPM23H561550	21599	ACV	X
17	1993	FREIG CONVE	1FUYDCYB5PH493158	135401	ACV	X
18	1979	CHER	343	55000	ACV	X
19	2000	OTHER	5C2BB38B1YM002016	98000	ACV	X
20	1968	JAN T	6864	5000	ACV	X

	COVERED AUTO 16	COVERED AUTO 17	COVERED AUTO 18	COVERED AUTO 19	COVERED AUTO 20
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

ID1003

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
21	SHEPHERD	TX	77371	0407	063	68429	
22	SHEPHERD	TX	77371	0407	063	68429	
23	SHEPHERD	TX	77371	0407	063	68429	
24	SHEPHERD	TX	77371	0407	063	68429	
25	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
21	1994	E D E	1E9T44209RE007146	18000	ACV	X
22	1994	E D E	1E9T44207RE007145	18000	ACV	X
23	1964	LUFKI	197941	5000	ACV	X
24	1980	TRIM	1PTF15SJ6A4000265	5000	ACV	X
25	1972	VIN T	721312	5000	ACV	X

	COVERED AUTO 21	COVERED AUTO 22	COVERED AUTO 23	COVERED AUTO 24	COVERED AUTO 25
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
26	SHEPHERD	TX	77371	0407	063	68529	
27	SHEPHERD	TX	77371	0407	063	68529	
28	SHEPHERD	TX	77371	0407	063	68529	
29	SHEPHERD	TX	77371	0407	063	68529	
30	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
26	1995	E D E	1E9T44201SE007115	19000	ACV	X
27	1995	E D E	1E9T44205SE007117	19000	ACV	X
28	1996	E D E	1E9T44209TE007056	20500	ACV	X
29	1996	E D E	1E9T44207TE007055	20500	ACV	X
30	1964	STAN	374533	5000	ACV	X

	COVERED AUTO 26	COVERED AUTO 27	COVERED AUTO 28	COVERED AUTO 29	COVERED AUTO 30
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS
AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
31	SHEPHERD	TX	77371	0407	063	68529	
32	SHEPHERD	TX	77371	0407	063	68529	
33	SHEPHERD	TX	77371	0407	063	68529	
34	SHEPHERD	TX	77371	0407	063	68529	
35	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
31	1963	STAD	374531	5000	ACV	X
32	1963	TAD T	374536	5000	ACV	X
33	1968	STAD	D40542	5000	ACV	X
34	1989	FRUEH	1H4T04326KL028306	15000	ACV	X
35	1987	E D E	1E9T4420XHE007106	15000	ACV	X

	COVERED AUTO 31	COVERED AUTO 32	COVERED AUTO 33	COVERED AUTO 34	COVERED AUTO 35
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03 — CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
36	SHEPHERD	TX	77371	0407	063	68529	
37	SHEPHERD	TX	77371	0407	063	68529	
38	SHEPHERD	TX	77371	0407	063	68529	
39	SHEPHERD	TX	77371	0407	063	68529	
40	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
36	1989	E D E	1E9T43207KE007209	17000	ACV	X
37	1978	FRUEH	UNY574910	10000	ACV	X
38	1978	FRUEH	UNY574914	10000	ACV	X
39	1985	FRUEH	1H4T04122FL014508	15000	ACV	X
40	1985	FRUEH	1H4T04124FL014509	15000	ACV	X

	COVERED AUTO 36	COVERED AUTO 37	COVERED AUTO 38	COVERED AUTO 39	COVERED AUTO 40
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	1000
COLLISION	1000	1000	1000	1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03 CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
41	SHEPHERD	TX	77371	0407	063	68529	
42	SHEPHERD	TX	77371	0407	063	68529	
43	SHEPHERD	TX	77371	0407	063	68529	
44	SHEPHERD	TX	77371	0407	063	50429	99999
45	SHEPHERD	TX	77371	0407	943	50629	99999

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
41	1967	HYSTE	13541	5000		
42	1996	CM UT	46UFU1624T1044568	5000		
43	2001	BIG T	4K8GX302311666692			
44	2005	INTER 9400	2HSCNAPR75C008161	115993	ACV	E
45	2005	INTER 9400	2HSCNAPR25C057851	115993	ACV	E

	COVERED AUTO 41	COVERED AUTO 42	COVERED AUTO 43	COVERED AUTO 44	COVERED AUTO 45
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE				1000	1000
COLLISION				1000	1000

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
46	SHEPHERD	TX	77371	0407	943	50629	99999
47	SHEPHERD	TX	77371	0407	943	68629	
48	SHEPHERD	TX	77371	0407	943	68629	
49	SHEPHERD	TX	77371	0407	943	68629	
50	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
46	2005	INTER 9400	2HAXNAPR5C0000916	115993	ACV	E
47	2011	E D E	1E9T66091BE007025	41109	ACV	4
48	2011	E D E	1E9T66103BE007026	41109	ACV	4
49	2011	E D E	1E9T66114BE007027	41109	ACV	4
50	2004	FONTA	4LE503014523685	41109		

	COVERED AUTO 46	COVERED AUTO 47	COVERED AUTO 48	COVERED AUTO 49	COVERED AUTO 50
BASIC PIP:					
DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000	1000	
COLLISION	1000	1000	1000	1000	

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

001008

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: MR-8274P120-14-CAG

INSURED'S NAME: CLEVELAND ASPHALT PRODUCTS AND AS PER IL T8 03

CA TO 53 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
51	SHEPHERD	TX	77371	0407	063	68529	
52	SHEPHERD	TX	77371	0407	063	68529	
53	SHEPHERD	TX	77371	0407	063	68529	

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
51	1968	STAD	D40540	5000	ACV	X
52	1972	FRUE	0MP592701	5000	ACV	X
53	2004	OTHER	5C2BB38B54M003874	98000	ACV	F

	COVERED AUTO 51	COVERED AUTO 52	COVERED AUTO 53	COVERED AUTO	COVERED AUTO
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	1000	1000	1000		
COLLISION	1000	1000	1000		

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

AI-49027 **Purchasing Department** **26. A. 3.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2015, in connection with participation with (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D" and (b) Voluntary Products limited however to Dental and Vision insurance including execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to County inasmuch as cost will be paid by the Appraisal District to the County pursuant to page 2 of 6-section 2-"Direct Payment by District".

Attachments

Interlocal Document

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/06/2015 11:06 AM
Budget & Management	Veronica Ortiz	04/07/2015 08:13 AM
Manuel Chapa	Manuel Chapa	04/08/2015 10:12 AM

Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Vangie Garcia		Started On: 03/24/2015 04:21 PM
Final Approval Date: 04/10/2015		

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance, group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County is also authorized to provide its employees with the option to obtain additional insurance coverages at the employee's own expense for such products as long term disability, vision, dental, cancer, critical illness insurance and additional life insurance coverage beyond the limits provided by the employer (hereinafter collectively referred to as the "Voluntary Products");

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on the cost of group health insurance, group life/AD&D insurance coverage and Voluntary Products coverages;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded group health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator for and to provide the stop loss insurance under such group health insurance program and to award the life/AD&D insurance contract to DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employees group health insurance and life/AD&D coverages through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate group health insurance and life/AD&D coverages to their employees on the most cost-efficient basis;

WHEREAS, the District also desires to offer its employees, at such employee's sole cost and expense, the opportunity to elect dental and vision insurance from the array of Voluntary Products coverages as offered to the County's employees;

WHEREAS, the District and the County each expressly determine and find that it is in the best interest of their employees to enter into this Agreement prior to the expiration of any existing agreement relating to such matters; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof. In addition, the County consents to the inclusion of the District as part of County's employee group for the additional Voluntary Products coverages available to County's employees, limited however, to dental and vision insurance.

2. **Direct Payment by District.** (a) All costs associated with premiums for health insurance coverage related to District's employees shall be paid to the order of the County Treasurer monthly on or before the tenth day of the month of coverage directly by District and delivered to the County Treasurer at 2810 S. Business Hwy. 281, Edinburg, Texas 78539 along with a hard copy of the approved remittance form and the monthly payroll roster (excluding employee social security numbers) or otherwise paid at the written direction of the County to Blue Cross Blue Shield of Texas. In addition, District shall provide Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy 281, Edinburg, Texas 78539 on the same date as such premiums are paid to the County Treasurer (1) a PDF copy of check or other evidence of payment made to the County Treasurer, (2) a PDF copy of the approved remittance form submitted to the County Treasurer, (3) a PDF copy of the monthly payroll roster submitted to the County Treasurer and (4) a password protected Excel file of the monthly payroll roster submitted to the County Treasurer including the employees social security numbers as necessary for applicable insurance requirements. With respect to Life/AD&D insurance coverage for District's employees, District shall provide on the same dates as District provides premiums for health insurance the premium for Life/AD&D insurance payable to the order of Dearborn National Life Insurance Company and delivered to the Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy. 281 Edinburg, Texas 78539 along with a hard copy of the monthly payroll roster listing all employees of District for which Life/AD&D premiums are paid for the month.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or DEARBORN NATIONAL LIFE INSURANCE COMPANY E for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

(d) All costs associated with premiums for any Voluntary Products consisting of Dental Insurance ("Dental") and Vision Insurance ("Vision") selected in writing by any District employee shall be withheld by District from such employee's payroll. Payment of premium for Dental and Vision shall be paid directly by District on behalf of such employee to the vendors respectively at the addresses listed below on or before the tenth day of the following month of coverage. With respect to Dental, District shall provide a monthly payroll roster in a password protected Excel file via email on the same date as such payment is made to the attention of April Crockett at acrockett@humana.com. With respect to Vision, District shall provide a monthly payroll

roster in a password protected Excel file via email on the same date as such payment is made to Cyndi Whisenhunt at cynwh2@vsp.com. Monthly payroll rosters shall include a list of District's employees electing Vision insurance or Dental Insurance respectively with the employee's respective plan and payroll deduction.

(1) Dental:
Humana Dental Insurance Co.
P. O. Box 0884
Carol Stream, IL 60132-0884; or
Vision:
Vision Service Plan Insurance Company
P. O. Box 742788
Los Angeles, CA 90074

District is not responsible to either the County or any third party for the cost of any such Voluntary Products.

(e) District agrees to name County as an additional insured on District's Texas Municipal League Joint Self-Insurance Fund Liability Coverage (the "Liability Coverage"). District also agrees to provide County with verification of the Liability Coverage and County's designation as an additional insured thereon.

(f) Failure by the District to remit any such premium payments when due is cause for the County to terminate this Agreement on ten (10) days written notice provided however, if District cures any such default within such ten (10) day period, including payment of any applicable late fee, this Agreement shall continue in effect.

3. **Notice by County**. County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change. County agrees to provide District thirty (30) days written notice of any change or termination of such Voluntary Products coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** The term for coverages to be provided under this Agreement is January 1, 2015, to December 31, 2015. To the extent any obligation or performance under this Agreement extends beyond December 31, 2015, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party on December 31, 2015.

6. **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.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any 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 the parties hereto, 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 obligations 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 may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: Ramon Garcia, County Judge Hidalgo County Courthouse Edinburg, Texas 78539
If to District:	Hidalgo County Appraisal District Attention: Rolando Garza, Chief Appraiser 4405 S. Professional Drive Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11 **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.

12 **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.

13. **Assignment**. This Agreement shall not be assignable.

14. **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.

15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the _____ day of _____, 2015.

COUNTY OF HIDALGO, TEXAS

By:_____
RAMON GARCIA, County Judge

EXECUTED the 14th day of January, 2015.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,250 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$494.00	
Spouse	$232.00	$116.00
Child or Children	$102.00	$51.00
Family	$334.00	$167.00

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $750 Ded - 80/50 Plan		
Employee	$44.00	$22.00
Employee + Spouse	$332.00	$166.00
Employee + Child or Children	$174.00	$87.00
Employee + Family	$504.00	$252.00

VSP Vision (Voluntary Product)		
Employee	$8.04	$4.02
Employee + Spouse	$16.08	$8.04
Employee + Child or Children	$17.22	$8.61
Employee + Family	$27.50	$13.75

Humana Dental		
Employee	$27.91	$13.96
Employee + Spouse	$48.63	$24.32
Employee + Child or Children	$47.03	$23.52
Employee + Family	$80.07	$40.04

****

****

LIFE AND AD & D INSURANCE

Rates with Dearborn National Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$3.13 per employee

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

COPY

TMLIRP Contract Number:	9317

Member:
Hidalgo CAD
Ms. Lydia Elizondo
Finance/Personnel Dir
PO Box 208
Edinburg,Texas 78540-0208

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo
Attn: Ramon Garcia, County Judge
2812 South Bus. Hwy 281
Edinburg, TX 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability		Effective Date: 1/1/2015
		Anniversary Date: 1/1/2016
Limits of Liability (Each Occurrence):	$300,000	
Sudden Events Involving Pollution Each Occurrence):	$300,000	
Annual Aggregate:	$600,000	
Deductible per Occurrence:	$0	

Law Enforcement Liability		Effective Date:
		Anniversary Date:
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		

Errors and Omissions Liability		Effective Date:
		Anniversary Date:
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		

Auto Liability		Effective Date:
		Anniversary Date:
Limits of Liability (Each Occurrence):		
Deductible per Occurrence:	$0	

Auto Physical Damage		Effective Date:
		Anniversary Date:
Limits of Liability:		
Collision Deductible:		
Comprehensive Deductible:		

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:
	Anniversary Date:
Limits of Coverage:	
Deductible per Occurrence:	

Mobile Equipment	Effective Date:
	Anniversary Date:
Limits of Coverage:	
Deductible per Occurrence:	

Boiler & Machinery - Broad Form	Effective Date:
	Anniversary Date:
Per Accident Limit:	
Deductible per Occurrence:	

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Evidence of Coverage. Certificate Holder is listed as EL253 - Additional Covered Party - Other Governmental Entitiy - Limited to Activities of the Fund Member

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative

Date Issued

12/4/2014

X102
10/15/08

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Interlocal Agreement between Hidalgo County and HC Appraisal District

From : Steve Crain <scrain@atlashall.com> Thu, Apr 02, 2015 04:34 PM
Subject : RE: Interlocal Agreement between Hidalgo County and HC Appraisal District
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The interlocal is OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 02, 2015 4:28 PM
To: Steve Crain
Subject: Fwd: Interlocal Agreement between Hidalgo County and HC Appraisal District

Here you go Mr. Crain...

Thank you;

Vangie Y. Garcia, Contract 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

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, April 2, 2015 4:04:57 PM
Subject: Fwd: Interlocal Agreement between Hidalgo County and HC Appraisal District

Ms. Vangie;
Please provide Mr. Crain information.
Thanks,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 2, 2015 3:57:46 PM
Subject: RE: Interlocal Agreement between Hidalgo County and HC Appraisal District

Can you please resend the interlocal.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 02, 2015 2:13 PM
To: Steve Crain
Cc: Evangelina Garcia; Darlene H. Betancourt
Subject: Fwd: Interlocal Agreement between Hidalgo County and HC Appraisal District

Mr. Crain:
I believe you had requested this information before we move forward with placement on HCCC agenda of 04-14-15.
Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 2, 2015 2:08:19 PM
Subject: Re: Interlocal Agreement between Hidalgo County and HC Appraisal District

Marty;
I have confirmed with all carriers referenced in this Interlocal are correct; therefore, can you please let Mr. Crain so that he may provide me with his approval/disapproval of document so that I may proceed with the agenda item.

Thank you;

Vangie Y. Garcia, Contract 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

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, March 25, 2015 9:31:11 AM
Subject: Fwd: Interlocal Agreement between Hidalgo County and HC Appraisal District

FYI!

From: "Steve Crain" <scrain@atlashall.com>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, March 25, 2015 7:10:39 AM
Subject: RE: Interlocal Agreement between Hidalgo County and HC Appraisal District

Please confirm that all carriers mentioned in the Interlocal are correct.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 24, 2015 5:09 PM
To: Steve Crain
Cc: Evangelina Garcia; Darlene H. Betancourt
Subject: Fwd: Interlocal Agreement between Hidalgo County and HC Appraisal District

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 24, 2015 4:35:54 PM
Subject: Interlocal Agreement between Hidalgo County and HC Appraisal District

Marty;
Attached for legal's review as to form for approval is the yearly "Interlocal" document between Hidalgo County and the HC Appraisal District allowing the Appraisal District through this Interlocal to provide its employees group health insurance and life/AD&D coverages including the voluntary products coverages offered as offered to the County Employees through the County's awarded insurance carriers. I will proceed with an agenda item once legal has approved the document.

Thank you;

Vangie Y. Garcia, Contract 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-48975 **Purchasing Department** **26. A. 4.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Action to terminate the agreement with awarded/contracted vendor, Martin Marietta Materials [through Contract #E-15-124-03-17 w/org. #C-13-018-04-30] for "Flexible Base-Crushed Caliche-Precincts 1, 2 & 4" for the reasons detailed in BACKGROUND; and,

b) Approval of Amendment to Contract #E-15-124A-03-17 [org.#C-13-018A-04-30] with Frontera Materials to include Precincts 2 & 4 for the Flexible Base-Crushed Caliche which will allow the Precincts to purchase the product on an as needed basis and thus avoid any work stoppages and operations; and,

c) Ratification [pursuant to terms and conditions of agreement] of Precincts 2 & 4 utilizing "Frontera Materials" [through Contract #E-15-124A-03-17 w/org. #C-13-018A-04-30] for the purchase of the Flexible Base-Crushed Caliche as product was needed to avoid work stoppages of on-going projects and operations.

BACKGROUND

1. As per Martin Marietta, Hidalgo County's account was closed back on July of 2014 and it is their position that this is a terminated contract.

2. Numerous attempts to order product have not been met as it is company's response that it no longer wishes to service Hidalgo County based on closing of account.

3. As a result of Item #2 and pursuant to terms and conditions in current agreements, Pcts. have the option to order from another vendor, in this case, an awarded vendor, Frontera.

4. On March 17, 2015, the contract with Frontera Materials was renewed for 2nd and final year pursuant to Hidalgo County's sole option and as allowed in contract.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

PCT.4 -->Funds available as of 4/2/15.

FISCAL YEAR: 2015 **ACCT. #:** 1200-431-00-122-006-0-610

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

BUDGETARY IMPACT:

Pct.2 --> Funds available as of 4/2/15.

Attachments

Contract with Martin Marietta Materials Southwest Inc.

Amendment and Contract Documentation with Frontera Materials

Vendor's response on status of account

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/02/2015 11:46 AM
Budget & Management	Veronica Ortiz	04/02/2015 01:37 PM
Glinda Pacheco	Glinda Pacheco	04/02/2015 03:17 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Vangie Garcia		Started On: 03/19/2015 02:12 PM
Final Approval Date: 04/10/2015		

REQUIREMENTS AGREEMENT

C-13-018-04-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Martin Marietta Materials Southwest, Inc., d/b/a Martin Marietta Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1, 2 & 4** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:

Martin Marietta Materials Southwest Inc
d/b/a Martin Marietta Materials, Inc.
C/O Mark Higgins
5710 W. Hausman Rd., Ste. 121
San Antonio, Texas 78249

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of

Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/30/13

COMPANY: Martin Marietta Materials Southwest, Inc.

By:
Printed Name: MARC HIGGINS
Title: SR. SALES REP.

APPROVED AS TO FORM:
Atlas, Hall and Rodriguez, LLP

By: Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS/
RFB-PROCUREMENT PACKET

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is 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. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. 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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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). **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.

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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

PURCHASING DEPARTMENT
County Of Hidalgo

March 25, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"**
Bid No: 2013-018-04-10-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626, extension 4855.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
Bid No: 2013-018-04-10-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment, consist of 1 page.
10. Draft Requirements Agreement 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, CPPB
Purchasing Agent

March 25, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
NIGP CODE: 750-52
(Road & Highway Building Material (not asphaltic) Flexible Base)

BID OPENING DATE:
April 10, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY–FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-018-04-10-MEG-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) NIGP CODE: 750-52** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, April 10, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-018-04-10-MEG-RFB-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52.** 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-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52** 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
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	**April 10, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
NIGP CODE: 750-52"
BID NO.: 2013-018-04-10-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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: _____

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an as needed basis.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is 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. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. 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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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). **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.

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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** (per ton)
INITIAL PIT LOCATION for Precinct NO. 1	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). **ALTERNATE PIT LOCATIONS for Precinct NO. 1**	
1.	2.

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 2	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). **ALTERNATE PIT LOCATIONS for Precinct NO. 2**	
1.	2.

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 3	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). **ALTERNATE PIT LOCATIONS for Precinct NO. 3**	
1.	2.

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 4	
1.	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 4	
1.	3.
2.	4.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

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.: _____

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).:_____ & 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) ▶

☐ 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.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-018-

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____, **2013** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Flexible Base Material (Crushed Caliche"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on ___ _____, **2013** and expire on _____, **2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Dr.
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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The

parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another, person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

EXECUTED 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:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE



EXHIBIT "B"
VENDOR'S BID PAGE

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.15 (per ton)
INITIAL PIT LOCATION for Precinct NO. 1	
1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1.	**2.**

OPENED
9:40

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.15 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 2	
1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1.	**2.**

4-18-13
Witnessed

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.15 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 3	
1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1.	**2.**

EXHIBIT B

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.15 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 4	
1. 2 miles S/o FM 1017	4.
2. on FM 3250	5.
3. Jonco PIT	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 4	
1.	3.
2.	4.

OPENED
9:40
4-10-13
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: MARTIN MARIETTA MATERIALS

ADDRESS: 5710 W. HAUSMAN RD SUITE 121

CITY/STATE/ZIP: SAN ANTONIO, TX 78249

PHONE NO/FAX NO: 210-208-4070 FAX 210-208-4066

CELL PHONE NO: 210-294-3373

E-MAIL ADDRESS: MARK.HIGGINS@MARTINMARIETTA.COM

AUTHORIZED SIGNATURE:

TITLE: SR SALES REP

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RECEIVED OCT 09 2014 BY NC BOM

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-5.SW--14-15

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	Indemnity Ins Co Of North America	43575
INSURER C :	ACE Property And Casualty Ins Co	20699
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Martin Marietta Materials
Southwest, Inc.
c/o Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
Raleigh, NC 27607

COVERAGES **CERTIFICATE NUMBER:** ATL-002851617-28 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDOG27338872	09/30/2014	09/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 50,000 $ $ 3,000,000 $ 6,000,000 $ 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ISAH08829615	09/30/2014	09/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			UMB200030000	09/30/2014	09/30/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC48137970 (AOS) WLRC48137982 (CA)	09/30/2014 09/30/2014	09/30/2015 09/30/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Excess Workers Compensation			WCUC48137969	09/30/2014	09/30/2015	See additional page text.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ATIMA

CERTIFICATE HOLDER

Hildalgo County
2812 South Business 28

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.
Marilyn F Burns — Marilyn F. Burns

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT #C-13-018A-04-30
FLEXIBLE BASE-CRUSHED CALICHE

This **AMENDMENT** to the CONTRACT is made this **14th day** of **April of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **FRONTERA MATERIALS, INC.** (the "Company").

WHEREAS, County and Company entered into a Contract on April 30, 2013 (the "Contract") in which the Company agree to provide flexible base-crushed caliche as described in the Contract;

WHEREAS, the County awarded vendors such flexible base-crushed caliche to multiple vendors;

WHEREAS, one of the awarded companies refuses to supply the flexible base-crushed caliche to designated Precincts and such Precincts require the flexible base-crushed caliche from the other multiple awarded company;

WHEREAS, the Company agrees to honor and hold the prices as detailed under "Exhibit B-Bid Page" of the Contract; and

WHEREAS, the parties have determined to amend the Contract to include Precincts 2 and 4 for purchase of flexible base-crushed caliche from pit locations as described in "Exhibit B-Bid Page" of County's other awarded Company.

NOW THEREFORE, for and in consideration of the flexible base-crushed caliche by Company as specified in Company's bid to County and Company hereby mutually agrees to the following Amendment to the Contract:

1. Exhibit B to the Contract is hereby deleted and the following Exhibit B-1 attached hereto is substituted in lieu thereof;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company 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.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY:

_____

Frontera Materials

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____

Stephen L. Crain

EXHIBIT B-1

~~"EXHIBIT B"~~

Frontera

HIDALGO COUNTY

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"

BID NO. 2013-018-04-10-MEG

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)

NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATION for Precinct NO. 1	
1. 490 Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1. Reavis Pit	2.

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 2	
1. 490	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1. Reavis Pit	2.

OPENED
9:37
4-10-13
Witnessed

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 3	
1. Reavis	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1. 490 Pit	2.

EXHIBIT B-1

~~"EXHIBIT B"~~

HIDALGO COUNTY

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"

BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 4	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 4	
1. Reavis Pit	3.
2.	4.

★ 490 Pit – 4.5 miles West of US 281 ON FM 490
Reavis Pit – 2.5 miles North of US 83 ON FM 2221
ALL PRICES F.O.B. Pit.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: Po Box 1449

CITY/STATE/ZIP: Elsa Tx 78543

PHONE NO/FAX NO: 956-316-8954

CELL PHONE NO: 956-607-5965 (Barry)

E-MAIL ADDRESS: barefrontera@aol.com

AUTHORIZED SIGNATURE: Barry M Ehly

TITLE: Materials Mgr.

OPENED 9:37 4-10-13 Witnessed

in:"inbox" Evangelina Garcia

Mail Address Book Calendar Tasks Briefcase Preferences Re: Draft Amend

Close Reply Reply to All Forward Delete Spam Actions

Re: Draft Amendment-Flexible Crushed Caliche

From: Evangelina Garcia

To: Steve Crain

Okay, thank you Mr. Crain.

Vangie Y. Garcia, Contract 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, March 31, 2015 4:31:29 PM
Subject: RE: Draft Amendment-Flexible Crushed Caliche

In the fourth whereas clause capitalize the word "contract" and you are good!

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, March 31, 2015 4:22 PM
To: Stephen L. Crain
Subject: Re: Draft Amendment-Flexible Crushed Caliche

Here you go Mr. Crain; please review the revisions as requested.

Thank you;

Vangie Y. Garcia, Contract 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-13-018A-04-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1 & 3** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:
Frontera Materials, Inc.
C/O Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: Ramon Garcia
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 4/30/13 RO

COMPANY: Frontera Materials, Inc.

By: Barry M Ehlinger
Printed Name: Barry M Ehlinger
Title: Materials Mgr.

APPROVED AS TO FORM:
Atlas, Hall and Rodriguez, LLP

By: Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS/
RFB-PROCUREMENT PACKET

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is 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. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. 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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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). **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.

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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

PURCHASING DEPARTMENT
County Of Hidalgo

March 25, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"**
Bid No: 2013-018-04-10-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626, extension 4855.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
Bid No: 2013-018-04-10-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment, consist of 1 page.
10. Draft Requirements Agreement 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
Purchasing Agent

March 25, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2013-018-04-10-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
NIGP CODE: 750-52
(Road & Highway Building Material (not asphaltic) Flexible Base)

BID OPENING DATE:
April 10, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY–FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-018-04-10-MEG-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) NIGP CODE: 750-52** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, April 10, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-018-04-10-MEG-RFB-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52.** 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-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52** 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
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	**April 10, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
NIGP CODE: 750-52"
BID NO.: 2013-018-04-10-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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: _____

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is 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. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. 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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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). **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.

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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** (per ton)
INITIAL PIT LOCATION for Precinct NO. 1	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1.	**2.**

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 2	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1.	**2.**

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 3	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1.	**2.**

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 4	
1.	**4.**
2.	**5.**
3.	**6.**
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 4	
1.	**3.**
2.	**4.**

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
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.:** _____

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).:_____ & 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) ▶

☐ 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.

Social security number

___ - ___ - ____

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-018-

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____, **2013** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Flexible Base Material (Crushed Caliche"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on ___ _____, **2013** and expire on _____, **2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Dr.
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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The

parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another, person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

EXECUTED 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:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT "B"
VENDOR'S BID PAGE

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

Frontera

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATION for Precinct NO. 1	
1. 490 Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1. Reavis Pit	2.

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 2	
1. 490	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1. Reavis Pit	2.

OPENED
9:37
4-10-13
Witnessed

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 3	
1. Reavis	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1. 490 Pit	2.

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 4	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). **ALTERNATE PIT LOCATIONS for Precinct NO. 4**	
1. Reavis Pit	3.
2.	4.

* 490 Pit - 4.5 miles West of US 281 ON FM 490
Reavis Pit - 2.5 miles North of US 83 ON FM 2221
ALL PRICES F.O.B. Pit.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.
ADDRESS: PO Box 1449
CITY/STATE/ZIP: Elsa TX 78543
PHONE NO/FAX NO: 956-316-8954
CELL PHONE NO: 956-607-5965 (Barry)
E-MAIL ADDRESS: barefrontera@aol.com
AUTHORIZED SIGNATURE: Barry M Ehlers
TITLE: Materials Mgr.

OPENED
9:37
4-10-13
Witnessed

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	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	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:	

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			Y-660-1C405755-PHX-14	9/1/2014	9/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-5D227668-14-CAG	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			YSM-CUP-1C405687-TCT-14	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-1C40567-5-14	9/1/2014	9/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
100 N Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CD

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

RE: Hidalgo County Account Status - Flexible Base Crushed Caliche

From: Judy Seim

To: Evangelina Garcia

July 2014.

Judy Seim, CCC
Senior Credit Rep.Southwest Division
Martin Marietta
5710 W Hausman #121, San Antonio, TX 78249
t. (210) 208-4222 m. (512) 576-2673 f.(210) 208-4280
e. judy.seim@martinmarietta.com
www.martinmarietta.com

The information contained in this electronic document and any attachments thereto may be a privileged and confidential communication in
not the intended recipient, or the employee or agent responsible to deliver it to an intended recipient, the reader is notified that any use, di
communication in error, please notify by telephone or return electronic communication and then completely delete this item from your syst

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, April 01, 2015 4:08 PM
To: Judy Seim
Subject: Hidalgo County Account Status - Flexible Base Crushed Caliche

Ms. Seim;
Can you let me know when exactly did Hidalgo County's account close?

Appreciate it if you can get back to me on this.

Thank you;

Vangie Y. Garcia, Contract 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-49053 **Purchasing Department** **26. A. 5.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority to advertise and approval of procurment packet (i.e., requirements, legal notice, etc.) as attached hereto for **RFQ No 2015-118- "Arbitrage Calculation Services"**-for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-Board of Directors) in accordancee with current inter-local agreement as attached hereto including the re-advertising of project in the event no proposals are received and project is still required.

b. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the RFQ's received for **RFQ 2015-118-05-06-YZV-"Arbitrage Calculation Services"** for Hidalgo County including Hidalgo County Drainage District #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-19-115-020-0-339

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

BUDGETARY IMPACT:

Funds available as of 4/7/15.

Attachments

Arbitrage Calculation Services RFQ

Memos-Budget-Auditors

Drainage Interlocal Agmt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/06/2015 11:07 AM
Budget & Management	Veronica Ortiz	04/07/2015 08:13 AM
Glinda Pacheco	Glinda Pacheco	04/07/2015 10:49 AM
Auditor's Office	Veronica Ortiz	04/08/2015 02:19 PM

Glinda Pacheco	Glinda Pacheco	04/08/2015 04:04 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Yolanda Velasquez Started On: 03/25/2015 03:56 PM

Final Approval Date: 04/10/2015

RFQ No: 2015-118-05-06	BUYER: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County and Hidalgo County Drainage District No. 1

Edinburg, Texas

"ARBITRAGE CALCULATION SERVICES"

Due Date: May 06, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2015-118-05-06-YZV**

1. **Sealed Statements of Qualifications** will be received for **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO.1",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters 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 RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the submitters 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, **"REQUEST FOR QUALIFICATIONS NO: 2015-118-05-06-YZV-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTICT NO. 1"** and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, May 06, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ: 2015-118-05-06-YZV-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 .**

   Hidalgo County and Hidalgo County Drainage District No.1 reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County and Drainage District.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, April 22, 2015 *at 5:00 p.m.* Responses will be sent to all applicants via facsimile by Friday, April 24, 2015 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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 submitter, or to reject all RFQs and re-advertise.

4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.

5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ 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. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQs.

8. Costs are to be net F.O.B. destination, County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. 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 an RFQ 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.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

13. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"**

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 (For Hidalgo County)
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

Hidalgo County Drainage District No.1
Raul Sesin
902 North Doolittle Road
Edinburg, Texas 78542

14. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**May 06 , 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

15. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;

    - Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer'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.

22. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful proposer.

25. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. 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.

27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications for
Hidalgo County and Hidalgo County Drainage District No. 1

"ARBITRAGE CALCULATION SERVICES"

RFQ NO: 2015-118-05-06-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - 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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY and
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

REQUEST FOR QUALIFICATIONS

"ARBITRAGE CALCULATION SERVICES"
RFQ NO:2015-118-05-06-YZV

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a qualified state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. MAY 06, 2015. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"ARBITRAGE CALCULATION SERVICES"** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO: 2015-118-05-06-YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, April 22, 2015, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile or email by **Friday, April 24, 2015, at 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

PROPOSER'S AFFIDAVIT:

Prior to Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein as **Exhibit E**) stating 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-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the submitter and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the submitter'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(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.
- A minimum of three (3) client references for whom the same type work was performed. References must include name, address, telephone number, date and project description.

Additionally, this section should include a description of the firm's project personnel and their most recent similar 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 participant 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 licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein

SCOPE OF SERVICES:
The firm selected will be required to perform all services and duties customarily and usually performed with respect to the type of work listed above for the County of Hidalgo. **(Please refer to Additional Specifications and Requirements)**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:
The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms by requesting a presentation from a representative of each firm.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

Exhibit "A-1"
Hidalgo County and Hidalgo County Drainage District No. 1
Arbitrage Calculation Services
RFQ NO: 2015-118-05-06-YZV

Additional Specifications and Requirements

SCOPE OF SERVICES:
The firm selected will be required to perform arbitrage calculations for the Hidalgo County and Hidalgo County Drainage District № 1 current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Refunding Bonds, Series 2005	$51,640,000.00
2.	Certificates of Obligation, Series 2006	$38,770,000.00
3.	Refunding Bonds, Series 2007	$26,415,000.00
4.	Certificates of Obligation, Series 2009	$24,280,000.00
5.	Refunding Bonds, Series 2009A	$ 6,995,000.00
6.	Certificates of Obligation, Series 2009B&C	$12,225,000.00
7.	Certificates of Obligation, Series 2010A&B	$27,850,000.00
8.	Refunding Bond, Series 2014A	$ 4,515,000.00
9.	Refunding Bond, Series 2014B	$32,845,000.00
10.	Certificates of Obligation, Series 2014	$20,085,000.00
11.	Refunding Bond, Series 2014C	$22,795,000.00
12.	Tax Notes, Series 2014	$ 5,530,000.00

Hidalgo County Drainage District No. 1 outstanding issues currently include:

1.	Unlimited Tax Improvement Bonds, Series 2007	$28,000,000.00
2.	Unlimited Tax Improvement Bonds, Series 2008	$72,000,000.00
3.	Unlimited Tax Improvement Bonds, Series 2013	$84,000,000.00
4.	Unlimited Tax Refunding Bonds, Series 2014	$ 7,810,000.00

1. Arbitrage Compliance Program
Firm will establish a program to ensure Hidalgo County and Hidalgo County Drainage District No. 1 are in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and the Drainage District and provide the following additional services:

- Assist the County and the Drainage District in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.

- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County and the Drainage District in monitoring yield-restricted funds, which may be invested.

- Assist the County and the Drainage District, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County and Hidalgo County Drainage District No. 1 using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.

- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require re-computation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.

- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.

- Compute the yield on the earnings of the gross proceeds of the issue.

- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.

- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.

- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County and/or the Drainage District and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.

- Provide a written report supporting the computations to the County and the Drainage District.

- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County and the Drainage District overpays the amount of rebatable arbitrage for an issue.

- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.

- Assist the County and the Drainage District, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.

- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Sergio Cruz, H.C. Budget Officer
Linda Fong, First Assistant County Auditor

From: Yolanda Z. Velasquez
Purchasing Dept., Buyer III

Date: March 25, 2015

RE: **RFQ Nº 2015-118-00-00-YZV Approval of Requirements/Specifications for "Arbitrage Calculation Services"**

I have made all the changes/modifications as requested, please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 5-1100-415-19-115-020-0-339

Sergio Cruz 4/2/15

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than Monday, March 30, 2015 by 3:00P.M.

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL.: (956) 318-2626 ★ FAX: (956) 318-2629

To: Sergio Cruz, H.C. Budget Officer
Linda Fong, First Assistant County Auditor

From: Yolanda Z. Velasquez
Purchasing Dept., Buyer III

Date: March 25, 2015

RE: **RFQ Nº 2015-118-00-00-YZV Approval of Requirements/Specifications for "Arbitrage Calculation Services"**

I have made all the changes/modifications as requested, please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: Yes _____ No _____ Other specify _____

BUDGET ACCOUNT#: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Linda Fong	3-31-15

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than Monday, March 30, 2015 by 3:00P.M.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE COUNTY OF HIDALGO

This INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the 17th day of February, 2015, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

WITNESSETH

WHEREAS, THE County through various departments has requested services from District;

WHEREAS, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the act.

NOW, THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **Duties of District** District shall provide Hidalgo County, upon written request, with support services, including but not limited to, the design, review of contracts and project management of County projects accepted for management by District, engineering projects in effect on the date hereof and any future engineering projects, so long as this Agreement remains effective. In addition, the District shall also provide services to Hidalgo County for the review of subdivision plat developments with regard to drainage and general engineering principles.

2. **Additional Services:** District may provide, upon request by County, any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Compensation of District:** District shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A," which payments shall be made by the County within thirty (30) days after receipt by the County of District's statement setting forth the amount due. If District fails to receive such payments within (30) business days after transmittal of such statement to County

then District shall have the right to offset any such amounts due against funds to be transmitted to County.

4. **Terms of Agreement**: Unless termination occurs under the provisions of Paragraph 5.O of this Agreement, the term of this Agreement, shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

5. **Miscellaneous:**

   A. This Agreement (exclusive of the Exhibit attached hereto) may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.

   B. This Agreement (including the exhibit hereto) constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

   C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part.

   D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

   E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

   F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.

G. District shall at all times be deemed an independent contractor with the County and this Agreement shall not be deemed to constitute District as a partner or joint venture with County.

H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U. S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as shown below:

If to Drainage:	Drainage District No. 1 Attention: Chairman Board of Directors 902 N. Doolittle Road Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78539

J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.

K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain effective.

L. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

M. 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 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

EXHIBIT "A"

For performing the duties set forth in numbered Paragraph 1 under this Agreement, by District, County agrees to compensate District at hourly rates as may from time to time be agreed by District and County, the initial rates shall be those rates as shown on Exhibit B attached hereto but in no event shall the total compensation paid by County under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars ($100,000.00). The rates described on Exhibit B may be revised by written agreement of District and County. Any such agreed revisions to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the County requesting such services. The manager of the District shall compute the hourly rates District receives to be no less than the actual cost the District of the services provided.



Classification:		Hydraulic Engineer	GIS Operator	District Manager
Base Salary		70,000.00	55,140.28	190,000.00
Health Ins	494*12	5,928.00	5,928.00	5,928.00
Life Ins	3.13*12	37.56	37.56	37.56
Social Security	118.5k Max	4,340.00	3,418.70	7,347.00
Medicare		1,015.00	799.53	2,755.00
Retirement		8,827.00	6,953.19	23,959.00
Wk Comp		735.00	578.97	1,995.00
Annual, Sick, Holiday Leave		10,500.00	8,271.04	28,500.00
Unemployment Ins .33%		231.00	181.96	627.00
		101,613.56	81,309.24	261,148.56
Annual/2080 = Hourly Rate w/ fringes		*48.85*	*39.09*	*125.55*

this Agreement shall be modified only to the extent necessary to bring them with the legal requirements and only during the times such conflict exists.

N. 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 or succeeding breach of the same or any other provision hereof.

O. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 2/17/15

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: Ramon Garcia
Ramon Garcia, Chairman Board of Directors

HIDALGO COUNTY, TEXAS

APPROVED BY COMMISSIONERS' COURT ON: 2/17/15

By: Ramon Garcia
Ramon Garcia, County Judge, Commissioners Court

ATTEST:

Arturo Guajardo, Jr., County Clerk
Hidalgo County

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

AI-49285 **Purchasing Department** **26. A. 6.**

CC - REGULAR

Meeting Date: 04/14/2015

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"** Agreement # **C-15-121-04-14** with **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) in connection to "sole source declaration" as (approved by CC on 03/17/15, under AI-48830), subject to legals approval.

BACKGROUND

CC minutes - approved Sole Source on 03/17/15 - CSS Technology Inc. d/b/a Roadbond Service Company
Contract document# C-15-121-04-14

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

**Funding source to be provided by County Departments, Elected Offices, Programs and/or Agencies (on an as needed basis or when product is required)

Attachments

Contract# C-15-146-04-14-CSS Tech Inc dba Roadbond Svc-HC

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Letty Saenz		Started On: 04/09/2015 04:23 PM

Final Approval Date: 04/10/2015

REQUIREMENTS AGREEMENT
C-15-121-04-14

THIS AGREEMENT (the "Agreement") is entered into effective as of the **14th** day of **APRIL, 2015** by and between **CSS Technology, Inc.** d/b/a **Roadbond Service Company** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer requires **"EN-1 ROAD STABILIZER MATERIAL" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") and;

WHEREAS, Seller submitted a **"sole source"** affidavit to Buyer 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 and deliver to Buyer, the Product at the prices listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects. The term of this Agreement is firm and **effective, April 14, 2015, expiring, April 13, 2017** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote 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. It is agreed that the Product will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, 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 West University Drive
Edinburg, Texas 78539

If to Seller: **CSS Technology Inc.** d/b/a
Roadbond Service Company
Attn: Col. Roy R. Alvarez, Jr. (CE-RET) Rep.
P. O. Box 549
Tolar, Texas 76476

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved by Commissioner's Court: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, Buyer Judge

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER: CSS Technology, Inc. d/b/a
Roadbond Service Company

By: _____
Printed Name: Col. Roy R. Alvarez, Jr. (CE-RET)
Title: General Distributor/Company Representative

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFSQ NO.: 2015-121-03-17

SPECIFICATIONS/REQUIRMENTS

I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for QUOTES is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the QUOTE and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.

2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.

3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).

4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

******Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)

*******Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.

6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.

7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxzial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.

8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.

9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.

10. When requested, samples shall be furnished free of charge to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

12. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.

13. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

14. 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.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH *. 0075 GA/SY	10" IN DEPTH *.0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

IV. BID AWARD:

- It is intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **"As Needed Basis"**.

- Award of contract will be contingent on availability of Hidalgo County funds.

V. TERMS AND CONDITIONS:

- The contract will be in effect for as long as the County requires the services under the "sole source" declaration (approved by Commissioner's Court on 03/17/15) based on performance evaluation and contingent upon cost remaining unchanged.

- 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. Bid Price must remain firm during the contract period.

- The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

- Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.

- 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.

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty (30) days written notice prior to cancellation.

- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.

- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

- 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.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia or Mari Gutierrez 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Ricardo Cuellar, Field Operations Foreman 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Saul Ramirez, Field Operations Foreman 400 W. 13th, Mission, Texas 78572 956-585-4509	Hidalgo County Precinct #4 Juan Carranza, Chief Administrator 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

VI. **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. 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.

b. 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.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. 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) **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.

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 South Business Hwy 281 (New Administration Building) Edinburg, Texas 78539.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 or to via email: Leticia.saenz@co.hidalgo.tx.us .

QUOTE PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	**$**

BIDDER'S INFORMATION:

Bidder/Company Name:	
Address:	
City/State/Zip Code:	
Phone & Fax No.'S:	
Cellular No.'S:	
Authorized Signature:	
Printed Name:	
Title:	
Email Address: (If Available)	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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.

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

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

QUOTE PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	**$** 450.00

BIDDER'S INFORMATION:

Bidder/Company Name:	C.S.S. Technology, Inc. DBA Roadbond Service Company
Address:	P.O. Box 549
City/State/Zip Code:	Tolar, Texas 76476
Phone & Fax No.'S:	956-423-8671 Fax 956-412-0061
Cellular No.'S:	956-490-7528
Authorized Signature:	Col. Roy R Alvarez Jr (CE-Ret)
Printed Name:	Col. Roy R. Alvarez, Jr. (CE-Ret)
Title:	General Distributor/Company Representative
Email Address: (If Available)	ralva1954@aol.com OR Roy@RoadbondSoil.com

Slight increase is based on minimal raw materials break even cost. Presently we are offering our long time customer, Hidalgo County, a basic cost per gallon of $90.00 without freight charges, which provides the County a cost savings of $40-45 per gallon, plus a range savings on freight of $10-30 per gallon depending on quantity. Above savings on product is based on our sales price of $130-135 per gallon to other customers.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CSSTE-1 OP ID: SF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2015

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 **All-Tex Insurance - Granbury** **3320 E Hwy 377** **Granbury, TX 76049** **Chad Woodard** **Phone: 817-573-5568** **Fax: 817-573-7856**	CONTACT NAME: **Sheilah J. Fowler** PHONE (A/C, No, Ext): **817-573-5568** FAX (A/C, No): **817-573-7856** E-MAIL ADDRESS: **sheilah@alltexinsurance.com**
INSURED **Roadbond Service Co.** **CSS Technology Inc. dba** **dba Roadbond Service Co.** **P O Box 549** **Tolar, TX 76476**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: **Catlin Insurance Company** INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			GLS-677693-0815	08/23/2014	08/23/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			XSS-677698-0814	08/23/2014	08/23/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate Holder is Named as Additional Insured as repects to the General Liability as provided by endorsement CG2010(07-04) as required by written contract. A Waiver of Subrogation in favor of the Certificate Holder is applicable as respects to the General Liability as provided by endorsement CG2404(05-09).

CERTIFICATE HOLDER

HILDAGC

Hildalgo County Pct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

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
Chad Woodard

© 1988-2010 ACORD CORPORATION. All rights reserved.

AI-49304 **Purchasing Department** **26. A. 7.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of the responses received and graded by HC Pct. ROW Agents (evaluators) as recommended and qualified for award -"Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations

BACKGROUND

Approved as to form by Legal Counsel
Services will be on an as needed basis

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

***Funding source to be provided by the Precincts or Departments on an as needed basis on a per project basis under a PO

Attachments

Contract - Valley Land Title-Hid Co
Contract - South Texas Land Investigations - Hid Co
Acceptance Sheet - Pool of Title Reports 2015
1
2
3
wc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/10/2015 04:57 PM

Budget & Management	Veronica Ortiz	04/10/2015 04:59 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Sandra Montalvo Started On: 04/10/2015 01:56 PM

Final Approval Date: 04/10/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd.** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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

payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

4. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at

the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Title Agent/Examiner 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 Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

11. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	Valley Land Title Company Attn: Paul R. Rodriguez, CEO 6013 N. 10th Street McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of

the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

25. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

26. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
VALLEY LAND TITLE COMPANY

Name: _____

By: _____

Printed Name: Paul R. Rodriguez

Title: Chief Executive Officer

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals ***-"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
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.	Draft Professional Service Agreement	12

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

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report 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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M., March 25, 2015
Project/Anticipated Award Date: _____,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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide ***"Title Report Services"*** on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed 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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two ***(2) Year***, with the County's option for additional ***One (1) year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in ***Exhibit "A"***.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services".*** The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services".***

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring ***"Title Report Services"*** will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III

Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form

Hidalgo County

"TITLE REPORT SERVICES"

RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
B	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re 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: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief

examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 28 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 7 years and has worked in the department for 10 years.

Mr. Sal Rangel has been an examiner/abstracter for 6 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 6 of her 8 years with our company.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, former Director for the Hidalgo County Right of Way Department, but we now work with individual precinct staff members for their needs. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; we now take direction from Mr. Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT “B”

Fee Schedule

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief

examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 28 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 7 years and has worked in the department for 10 years.

Mr. Sal Rangel has been an examiner/abstracter for 6 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 6 of her 8 years with our company.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, former Director for the Hidalgo County Right of Way Department, but we now work with individual precinct staff members for their needs. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; we now take direction from Mr. Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT “C”

Insurance Certificate

VALL-03 OP ID: AO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2015

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
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
R. Raul Cabaza, III

CONTACT NAME: Cris Palacios
PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: cpalacios@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance Co.	
INSURER B : Texas Mutual Insurance Co.	22945
INSURER C : Commerce & Industry Insurance	
INSURER D : The Travelers Ins. Co.	40282
INSURER E :	
INSURER F :	

INSURED
Valley Land Title Company, Ltd
6013 N. 10th Street
McAllen, TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			6808237B467	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			648558606	01/14/2015	01/14/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR			EBU080863089	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001165219	01/16/2015	01/16/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Buildings or premises - offices/Title Company
Certificate Holder is included as Additional Insured on General Liability
Policy per Blanket Additional Insured-Managers or Lessors of Premises
provision of Xtend Endorsement No. CG D1 86 11 03 attached to the GL policy.

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raul Cabaza III

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004a-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **South Texas Land Investigations** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and;

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

4. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the

work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Title Agent/Examiner 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 Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

11. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	**South Texas Land Investigations** Attn: Jorge A. Lopez, Title Examiner 3111 W. Freddy Gonzalez Drive 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.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of

the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

25. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

26. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
SOUTH TEXAS LAND INVESTIGATIONS

Name: _____

By: _____

Printed Name: Jorge A. Lopez

Title: Title Examiner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals ***-"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
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.	Draft Professional Service Agreement	12

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

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report 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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M., March 25, 2015
Project/Anticipated Award Date: _____,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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide ***"Title Report Services"*** on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed 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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two ***(2) Year***, with the County's option for additional ***One (1) year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in ***Exhibit "A"***.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services".*** The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services".***

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring ***"Title Report Services"*** will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III

Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form

Hidalgo County

"TITLE REPORT SERVICES"

RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
B	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re 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: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title. The price per Title Report will be **$450.00** per parcel and **$350.00** for Updated Title Reports.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT “B”

Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title. The price per Title Report will be **$450.00** per parcel and **$350.00** for Updated Title Reports.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT “C”

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2015

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 Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

CONTACT NAME: Jack Holt
PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195
E-MAIL ADDRESS: almag59@sbcglobal.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western Heritage	
INSURER B :	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
SOUTH TEXAS LAND INVESTIGATIONS
C/O JORGE A LOPEZ
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

COVERAGES **CERTIFICATE NUMBER:** 8789 **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP1501386-01	03/19/15	03/19/16	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	[ ] CLAIMS-MADE [ ] OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			SCP1501386-01	03/19/15	03/19/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS						PROPERTY DAMAGE (per accident)	$
	[ ] SCHEDULED AUTOS							$
	[X] NON-OWNED AUTOS							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

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

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

Attention:

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

Jack Holt

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/20/2014

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
RAFAEL SALGADO INSURANCE AGENCY
1200 N 10th St, Ste A
McAllen, TX 78501

CONTACT NAME: Rafael Salgado
PHONE (A/C, No, Ext): (956) 683-0670
FAX (A/C, No): (956) 683-0534
E-MAIL ADDRESS: rsalgadoins@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : American Safety Indemnity Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Texas Land Investigations
C/O Jorge A Lopez
3111 Freddy Gonzalez Drive
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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ENO 6000603 13 02	5/17/14	05/17/15	1,000,000/1,000,000	

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

CERTIFICATE HOLDER
Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rafael Salgado

© 1988-2013 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

ACCEPTANCE OPENING DATE: MARCH 25, 2015 | **RFP ACCEPTANCE TIME: 9:30 A.M.**

RFP DESCRIPTION: ***Hidalgo County "Title Report Services-(Pool)"***

RFP No.: 2015-077-03-25-SMA | **Buyer: Sandra Montalvo**

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) SOUTH TEXAS LAND INVESTIGATIONS Attn: Jorge Lopez	EMR	Sandra Montalvo	03/11/15	3111 West Freddy Gonzalez Dr Edinburg, Texas 78539 Phone 956-383-4951 Fax 956-383-5443 stxland.lopez@gmail.commailto:george@landtitleusa.com
2) PRIME VENDOR INC. Attn Kimberly Doumit	EMR	Sandra Montalvo	03/11/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
3) Valley Land Title Co. Attn: Paul R. Rodriguez CEO	Email	Sandra Montalvo	03/11/15	6013 North 10th Street McAllen, TX 78504 (956) 217-3101 (956) 217-3190 fax rodriguezp@valleylandtitleco.com
4) AIM Direct Fred Maldonado	EMR	Sandra Montalvo	03/13/15	1913 W Houston Avenue McAllen, TX 78501 9566872000 office 9564729959 cell sales@iaimdirect.com Alfredo Maldonado" littleal1993@icloud.com
5) J G Ortiz Consulting Juan G Ortiz	EMR	Sandra Montalvo	03/16/15	Weslaco, Texas 78599 cell phone 956-647-3480 cjortiz92@hotmail.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST **(EMR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: ***Hidalgo County "Title Report Services"***

RFP Acceptance date: MARCH 25, 2015@ 9:30 A.M.	**RFP NO: 2015-004-03-25-SMA**

	NAME OF COMPANY	**ACKNOWLEDGE RECEIPT OF RESPONSES TO RFP**
1.	**VALLEY LAND TITLE COMPANY-MCALLEN, TX**	**7- Copies 1-Original**
2.	**SOUTH TEXAS LAND-EDINBURG, TX**	**7- Copies 1-Original**
3.		
4.		
5.		
6.		

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

April 06, 2015

Mrs. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Attn: Sandra Montalvo
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Re: Title Report Services - Pool

Dear Mrs. Salazar,

Please accept this letter as official notification that **Hidalgo County Precinct No. 1** intends to utilize both **Valley Land Title Company** and **South Texas Land Investigations** for **"Title Report Services"** (on a per project basis) as required by the precinct.

Should you have any questions or require further information, please do not hesitate to contact me or Danny Guzman, ROW Agent for Hidalgo County Precinct No. 1 to (956) 968-8733.

Respectively,

Raul Lozano, Chief Administrator
Hidalgo County Precinct No.1

RECEIVED
APR 07 2015
By 11:59 am.

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: April 7, 2015
TO: Purchasing Department
C/O Sandra Montalvo, Buyer II
FROM: Joe Alex Ochoa, Right-of-Way Agent PCT. #4
REF: Title Report Services-Pool RFP No: 2015-004-03-25-SMA

Please accept this memo as formal notification to select both vendors for -Title Report Services. Either vendor may be selected on an "as per project basis" for our Right-of-Way Department.

Should you have any questions please contact our office, thank you.

Joe Alex Ochoa
ROW Agent V

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd.** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services

shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Non-Exclusive Services of Title Agent/Examiner. Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner 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 Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner'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 Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made

by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner 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 Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

8.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Title Agent/Examiner 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 Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner 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. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner 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, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails

to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	Valley Land Title Company Attn: Paul R. Rodriguez, CEO 6013 N. 10th Street McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of

the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
VALLEY LAND TITLE COMPANY

Name: _____

By: _____

Printed Name: Paul R. Rodriguez

Title: Chief Executive Officer

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals ***-"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
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.	Draft Professional Service Agreement	12

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

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report 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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M., March 25, 2015
Project/Anticipated Award Date: _____,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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide ***"Title Report Services"*** on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed 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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two ***(2) Year***, with the County's option for additional ***One (1) year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in ***Exhibit "A"***.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services".*** The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services".***

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring ***"Title Report Services"*** will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III

Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form

Hidalgo County

"TITLE REPORT SERVICES"

RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
B	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re 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: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief

examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 28 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 7 years and has worked in the department for 10 years.

Mr. Sal Rangel has been an examiner/abstracter for 6 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 6 of her 8 years with our company.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, former Director for the Hidalgo County Right of Way Department, but we now work with individual precinct staff members for their needs. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; we now take direction from Mr. Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT “B”

Fee Schedule

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief

examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 28 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 7 years and has worked in the department for 10 years.

Mr. Sal Rangel has been an examiner/abstracter for 6 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 6 of her 8 years with our company.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, former Director for the Hidalgo County Right of Way Department, but we now work with individual precinct staff members for their needs. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; we now take direction from Mr. Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT “C”

Insurance Certificate

VALL-03 OP ID: AO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2015

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
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
R. Raul Cabaza, III

CONTACT NAME: Cris Palacios
PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: cpalacios@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance Co.	
INSURER B : Texas Mutual Insurance Co.	22945
INSURER C : Commerce & Industry Insurance	
INSURER D : The Travelers Ins. Co.	40282
INSURER E :	
INSURER F :	

INSURED
Valley Land Title Company, Ltd
6013 N. 10th Street
McAllen, TX 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			6808237B467	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			648558606	01/14/2015	01/14/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR			EBU080863089	01/16/2015	01/16/2016	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001165219	01/16/2015	01/16/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Buildings or premises - offices/Title Company
Certificate Holder is included as Additional Insured on General Liability
Policy per Blanket Additional Insured-Managers or Lessors of Premises
provision of Xtend Endorsement No. CG D1 86 11 03 attached to the GL policy.

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raul Cabaza III

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004a-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **South Texas Land Investigations** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and;

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. Scope of Services. Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. Non-Exclusive Services of Title Agent/Examiner. Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner 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 Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner'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 Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner 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 Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

8.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Title Agent/Examiner 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 Title Agent/Examiner under this Contract.

Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner 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. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner 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, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	**South Texas Land Investigations** Attn: Jorge A. Lopez, Title Examiner 3111 W. Freddy Gonzalez Drive 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 Contract.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of

the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. 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 ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
SOUTH TEXAS LAND INVESTIGATIONS

Name: _____

By: _____

Printed Name: Jorge A. Lopez

Title: Title Examiner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals ***-"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
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.	Draft Professional Service Agreement	12

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

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report 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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M., March 25, 2015
Project/Anticipated Award Date: _____,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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide ***"Title Report Services"*** on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed 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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two ***(2) Year***, with the County's option for additional ***One (1) year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in ***Exhibit "A"***.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services".*** The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services".***

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring ***"Title Report Services"*** will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III

Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form

Hidalgo County

"TITLE REPORT SERVICES"

RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
B	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re 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: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title. The price per Title Report will be **$450.00** per parcel and **$350.00** for Updated Title Reports.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT “B”

Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title. The price per Title Report will be **$450.00** per parcel and **$350.00** for Updated Title Reports.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT “C”

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2015

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 Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

CONTACT NAME: Jack Holt
PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195
E-MAIL ADDRESS: almag59@sbcglobal.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western Heritage	
INSURER B :	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
SOUTH TEXAS LAND INVESTIGATIONS
C/O JORGE A LOPEZ
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

COVERAGES **CERTIFICATE NUMBER:** 8789 **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP1501386-01	03/19/15	03/19/16	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	[ ] CLAIMS-MADE [ ] OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			SCP1501386-01	03/19/15	03/19/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS						PROPERTY DAMAGE (per accident)	$
	[ ] SCHEDULED AUTOS							$
	[X] NON-OWNED AUTOS							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

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

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

Attention:

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

Jack Holt

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/20/2014

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
RAFAEL SALGADO INSURANCE AGENCY
1200 N 10th St, Ste A
McAllen, TX 78501

CONTACT NAME: Rafael Salgado
PHONE (A/C, No, Ext): (956) 683-0670
FAX (A/C, No): (956) 683-0534
E-MAIL ADDRESS: rsalgadoins@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : American Safety Indemnity Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Texas Land Investigations
C/O Jorge A Lopez
3111 Freddy Gonzalez Drive
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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ENO 6000603 13 02	5/17/14	05/17/15	1,000,000/1,000,000	

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

CERTIFICATE HOLDER
Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rafael Salgado

© 1988-2013 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

From : Steve Crain <scrain@atlashall.com> Mon, Apr 13, 2015 04:14 PM

Subject : RE: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

1 attachment

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Once you obtain the Workers Comp Affidavit, then the agreements are fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 13, 2015 4:07 PM
To: Steve Crain
Subject: Fwd: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

Mr. Crain:

Attached is agreements for your review and approval as to form. Please note I am working with South Texas Land Investigation on the worker's compensation.

thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, April 13, 2015 3:09:41 PM
Subject: FW: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Saturday, April 11, 2015 10:57 AM
To: 'Leticia H. Saenz'
Subject: RE: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

Add the paragraph that there will be other providers of the services.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, April 10, 2015 4:21 PM
To: Stephen L. Crain; Marynel Trevino
Cc: Sandra Montalvo; Martha Salazar
Subject: Review & Approve - Contract #s C-15-004-04-14 (Valley Land Title Co.) & C-15-004a-04-14 (South Texas Land Investigations) - On Call - Title Report Services Pool - Hidalgo County

Mr. Crain-

Please review and approve as to form agreements (attached hereto) for the purposes of: **TITLE REPORT SERVICES** with both **VALLEY LAND TITLE COMPANY & SOUTH TEXAS LAND INVESTIGATIONS** for **HIDALGO COUNTY.**

***** Note: will be placing 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...



image001.gif
345 B

STATE OF TEXAS §
§ **AFFIDAVIT**
COUNTY OF HIDALGO §

TO: HIDALGO COUNTY

Before me a Notary Public for the **State of Texas** and **Hidalgo County** on this **10th day of April, 2015,** appeared **JORGE A. LOPEZ** and stated the following:

My name is **JORGE A. LOPEZ** and I am doing business as **SOUTH TEXAS LAND INVESTIGATIONS** and I am performing work as an independent contractor without employees, therefore: I am not entitled to workers compensation benefits from the **State of Texas.**

I understand that if I have any employees working for me, I must maintain workers compensation insurance on them. Contractor further understands that in the event it becomes necessary to hire employees in the performance of conducting business with **HIDALGO COUNTY,** a workers compensation policy be provided to ensure compliance with the **State of Texas** laws.

Contractors are strictly liable for any actions brought for non-compliance with adherence to workers compensation law.

Signed this **10th. day of April, 2015.**

Jorge A. Lopez

JORGE A. LOPEZ, Title Examiner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10th. day of April 5, by ~~8th. day of October, 2014,~~ by **JORGE A. LOPEZ.**

My commission expires on:

03-14-2017

Dianabel A. Garza
Notary Public, State of Texas

DIANABEL A GARZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3/14/17

AI-49219 **Purchasing Department** **26. B. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Raul Lozano, COMM. PCT. #1 **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to purchase from awarded vendor Rush Truck Centers of Texas LP, under Contract #430-13 through the County's membership/participation with (TASB)-BuyBoard to include, but not limited to, delivery, BuyBoard fee and any other appurtenances as may be needed for the purchase of the following: (Project #15-150-OGG)

Qty	DESCRIPTION	AMOUNT
1	2015 Peterbilt Model 348 Dump Truck	$122,793.53
1	2016 Peterbilt Model 348 Distributor	$176,233.45
1	2015 Peterbilt 367 Hauler	$132,646.00
	One Time Buyboard Administration Fee's	$ 400.00
	TOTAL COMBINED AMOUNT	**$432,072.98**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-041-0-751

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

BUDGETARY IMPACT:

Available balance as of 4-10-15 $516,028.88

Attachments

348 Dump Trk

367 Hauler

348 Distributor

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 01:40 PM

Budget & Management	Veronica Ortiz	04/10/2015 01:52 PM
Manuel Chapa	Manuel Chapa	04/10/2015 02:44 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Oscar Garza		Started On: 04/08/2015 09:42 AM
Final Approval Date: 04/10/2015		

PRECINCT #1

(1) 2015 PETERBILT MODEL 348 16' Dump Truck

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Rush Truck Centers of Texas
Address:	555 I.H. 35 South Suite 500
	New Braunfels, TX 78130
Phone Number:	(830) 626-5254
Email:	neubauerd@rushenterprises.com
Federal ID:	74-2786264
Contact:	Drew Neubauer
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Opt
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 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
Additional Dealers:	See Extended Exceptions for dealer list.

REVIEWED
By Oscar Garza at 9:31 am, Apr 01, 2015

FINAL

APPROVED
By Rudy Salinas at 10:57 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Funding Acct # 5-1345-431-00-121-041-0-751

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*3/31/2015*
Contact for Vendor:	*DREW NEUBAUER*	Phone 830-626-5254	
End User:	*County of Hidalgo PCT. 1*		
End User Contact:	***Raul Lozano***	Phone/Fax	*(956) 968-8733*
Product Description:	***2015 Peterbilt 348***		

A: Base Price in Bid/Proposal Number:	**430-13**	Series: **348**	$71,360.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	3/4 Length Steel Inner liner EOF	$ 1,227.00	Peterbilt	Cab Mate Cab Air Suspension	$ 766.00
Peterbilt	Dana Spicer DSP41 40,000 LB	$ 8,039.00	RTC-0073	16'	$ 7,360.00
Peterbilt	Diff Lock Both Axles	$ 2,099.00	RTC-0050	Dump Prep Package	$ 3,393.00
Peterbilt	Peterbilt Air Trac 40,000 LBS, 52" AS	$ 2,201.00	RTC-0051	Rush Care Package	$ 1,236.00
Peterbilt	Paccar PX-9 350@2000	$ 3,407.00	RTC-1059	Lot Insurance	$ 1,051.00
Peterbilt	Allison 3000 RDS-P Transmission	$ 9,681.00	RTC-1060	Floor Plan Interest	$ 810.00
Subtotal Column 1:	$ 26,654.00		Subtotal Column 2:	$ 14,616.00	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)					$ 41,270.00

C: Subtotal of A + B						$112,630.00
D: Non Published Options						
Truckers 16' Dump 500TR-42 74135T Plus Options		$10,163.53				
Subtotal Column 1:	$10,163.53		Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)						$10,163.53
E: Contract Price Adjustment (*If any, explain here*)						
F: Total of C + D +/- E						$ 122,793.53
G: Quantity ordere Units:	1.00	x F				$ 122,793.53
H: BUYBOARD Administrative Fee		%				$ 400.00
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)						
						$ -
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)						$123,193.53

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
Rush Truck Centers of Texas[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: 71

Vendor	Description	Pricing Sheet	Price	C
Rush Truck Centers of Texas	Peterbilt Model 567. Conventional cab vocational unit, PACCAR PX9 engine, 345 HP, Fuller 10 speed transmission, front axle weight 12000-22000lbs, rear axle weight 21000-70000lbs, 33000 GVWR, 121" BBC, complete with all mfg's stdd equip. Line Item 265.1	N/A	$102,971.00	
Rush Truck Centers of Texas	Peterbilt Model 348. Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front axle weight 10000-20000lbs, rear axle weight 21000-46000lbs, 26000 GVWR, 108" BBC, complete with all manufacturer's standard equipment. Line Item 258	N/A	$71,360.00	

Extended Product Information

Reference Number: 430-13

Part Number: 348

Unit Measure: EA

Full Description: Peterbilt Model 348. Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front axle w 20000lbs, rear axle weight 21000-46000lbs, 26000 GVWR, 108" BBC, complete with all manufacturer's s Line Item 258

Showing 1 to 2 of 2 entries (filtered from 57 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
256	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX6, 200-260 HP, Fuller 10 transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$62,155.00	Peterbilt 330	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
257	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX6, 240HP, Fuller 10 transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$63,352.00	Peterbilt 337	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
258	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$71,360.00	Peterbilt 348	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
259	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Cummins ISL engine, 345 HP,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment	$93,536.00	Peterbilt 365	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
260.1	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment	$98,607	Peterbilt 367	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
261.1	Peterbilt	Peterbilt Model 382	**Peterbilt Model 382** - Conventional cab, Cummins ISL engine, 345 HP, Fuller 10 transmission, front gross axle weight 10,000-12,0000lbs, rear gross axle weight 23,000-40,000lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment	$79,257.00	Peterbilt 382	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All c[illegible]ns 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
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 (%)**		
268	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
269	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
270	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options	Discount (%) Off Third Party (not OEM Options)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
271	Parts	Discount (%) Off Parts	Discount (%) Off Parts	10%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
272	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0%		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.

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 2NP3LJ9X9FM292150
OF FLEET 292150 THRU 292151

AS OF 10/14/14

DEALER CODE - S046
NAME AND ADDRESS
RUSH PBLT TRUCK CENTERS

4700 N. CAGE STREET

PHARR TX 78577

CUSTOMER NO - S8Y7
SO TX 348

DATES
REQ DELV 10/27/14

DELIVERY 10/14/14
PRIC EFF 10/14/14

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091200 OTHER COMMODITY

INTENDED SERVICE 0093020 TANKER, LIQUID BULK

BODY

BODY TYPE 0095150 TANK

BODY LENGTH 288.00 IN BODY HEIGHT 102.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH	.00 FT	TRAILER HEIGHT	.00 FT
KINGPIN	.00 IN	CTR LINE AXLE GRP	.00 IN
CORNER RADIUS	.00 IN	NO TRAILER AXLES	00

OPERATING AREA RESTRICTIONS

LENGTH 65.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 14600.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 54600.00 LBS
WHEELBASE 208.00 IN FAX/BOC 69.80 IN CAB/AXLE 138.20 IN
CAB/EOF 198.20 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	14,600.00 LBS		
GAWR FIRST INTER	20,000.00 LBS	SECOND INTER	20,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	54,600.00 LBS		

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0003481	MODEL 348 MEDIUM DUTY	P		10,694
	FRAME AND EQUIPMENT			
0515020	10-5/8" STEEL RAILS 286-325" 5/16" RAIL THICKNESS	P		57
0601620	3/4 LENGTH STEEL INNER LINER EOF USE W/10-1/2, 10-3/4, 10-5/8" RAILS	P	1,227	591
0612230	CUSTOM WHEELBASE OR OVERHANG	P		0
0613090	THREE-PIECE CROSSMEMBERS	P		0
0644090	EOF SQUARE WITHOUT XMBR USE WITH BODY BUILDER INSTALLED XMBR	P		0
0651090	OMIT REAR MUDFLAPS & HANGERS	P		0
	FRONT AXLE AND EQUIPMENT			
1011350	DANA SPICER E1462I 14,600 LB 3.5" DROP	P		225
1112150	TAPER LEAF SPRINGS, SHOCKS 14,600 LB	P		55
1233050	POWER STEERING TRW TAS85	P		0
1250180	POWER STEERING RESERVOIR, FRAME MOUNTED	P		0
1353500	PHP10 ALUMINUM LMS HUBS	P		0
1380260	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X5 10,000-14,600 LB STEER AXLES	P		0
	REAR AXLE AND EQUIPMENT			
1523300	DANA SPICER DSP41 40,000 LB	P	8,039	2,125
1616230	PHP10 IRON LMS HUBS	P		0
1631310	PARKING BRAKES (AXLE PACKAGE)	P		0
1672630	DIFF LOCK BOTH AXLES	P	2,099	60
1680000	OPTIONAL LONGER STUDS FOR HUB PILOTED WHEEL SYSTEMS	P		0
1680500	SBM VALVE	P		0
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P		0
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P		0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		0
1687348	TANDEM DRIVE AXLE (MODEL 348)	P		0
1705290	RATIO 5.29 REAR AXLE	P		0
1821800	PETERBILT AIR TRAC 40,000 LBS, 52" AS LIGHT WEIGHT	P	2,201	470

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P		2
	ENGINE AND ENGINE EQUIPMENT			
2074505	PACCAR PX-9 350@2000 GOV@2200 1000@1400 (2013 EMISSIONS) 10/29/12: D-365-382 PER TSB 12-60 (FJJ)	P	3,407	0
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P		0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P		0
2091372	EFF EIST NA EXPIRATION MILES	P		0
2091640	EFFECTIVE VSL SETTING NA	P		0
2140200	CARB ENGINE IDLING COMPLIANCE	P		0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 64....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0.....ACCELERATOR LOWER DROOP (P11			
N2137	P059 64....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0.....CRUISE CONTROL LOWER DROOP (			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 NO....ENGINE PROTECTION SHUTDOWN (			
N2145	P026 NO....GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO....CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2513760	PACCAR 130 AMP ALTERNATOR, BRUSHLESS VOLTAGE REGULATOR	P		18-
2522050	PACCAR STARTER 12V	P		0
2538020	2 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 1400 CCA	P		0
2539090	BIG SWITCH BATTERY DISCONNECT MOUNTED ON BATTERY BOX	P		4
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P		0
2723210	18.7 CFM AIR COMPRESSOR	P		0
2922720	SPIN-ON FUEL FILTER FRAME MTD, UNHEATED	P		0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL (LABEL N/A PX ENGINES)	P		0

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
3114270	HIGH EFFICIENCY COOLING SYSTEM	P		0
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P		0
3365040	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB	P		0
3381770	CURVED TIP STANDPIPE(S)	P		0
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P		0
	TRANSMISSION AND CLUTCH			
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	9,681	110
N4050 N4051 N4052	ALLISON SCAAN #245576. STALL TURBINE TORQUE = 1600, CONVERTER STALL TORQUE RATIO = 2.020.			
4210080	1710 HD DRIVELINE, 1 MIDSHIP BEARING	P		0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U		0
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U		0
4256480	TC-419 TORQUE CONVERTER ALLISON TRANSMISSION	U		0
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P		0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P		0
4256940	ALLISON LOAD BASED SHIFT SCHEDULE ***NLA*** SCHED 11/17/14 REPL W/4250670	U		0
	AIR AND TRAILER EQUIPMENT			
4510750	BENDIX AD-IS AIR DRYER W/HTR	P		0
4520420	BERG PULL CORDS - ALL AIR TANKS	P		0
4540420	NYLON CHASSIS HOSE	P		0
4543320	STEEL PAINTED AIR TANKS	P		0
4543430	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P		0
4543440	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS RH BOC	P		0
4611930	BODY CONNECTIONS 5FT BOC	P		4
	TIRES AND WHEELS			
5067950	FF: BR 16PLY 12R22.5 R250F **NLA** REPLACE W/5069770 AFT 01/19/15 PART: BR12R225HR250F FET: 74	U		42
5166250	RR: BR 16PLY 255/70R22.5 M726 PART: BR255/70R225HM726 FET: 152	P		104-
5190008	CODE-REAR TIRE QTY 08.			
5210600	FF: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY	P		29
5310600	RR: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY	P		116
5390008	CODE-REAR RIM QTY 08.			

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	FUEL TANKS			
5534100	23" ALUM 70 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C	P		9
5602070	LOCATION LH UNDER CAB 070 GAL.			
5652880	DEF TANK MOUNTED RH BOC	P		0
5655019	DEF TANK SMALL	P		0
	BATTERY BOX AND BUMPER			
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC BATTERY ACCESS FROM SIDE	P		84-
6040550	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH U/C	P		0
6121190	STEEL STYLED AERO BUMPER PTD BLACK 2 TOW PINS	P		0
	CAB AND EQUIPMENT			
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P		.0
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P		40
6540160	THERMAL INSULATION PACKAGE IN CAB	P		2
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P		0
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P		0
6939400	AIR RIDE DRIVER	P		0
6939420	HIGH BACK DRIVER	P		0
6939470	VINYL DRIVER	P		0
6939510	NON-AIR RIDE PASSENGER	P		0
6939520	HIGH BACK PASSENGER	P		4
6939570	VINYL PASSENGER	P		0
7000015	ADJUSTABLE STEERING COLUMN - TILT ONLY	P		0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P		0
7036120	INTERIOR GREY / BLACK	P		0
7210540	DAY CAB REAR WINDOW	P		0
7230060	ONE-PIECE CURVED WINDSHIELD	P		0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P		4
7510010	STNLS STL MIRRORS 7"X16"	P		0
7560850	(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P		4
7610470	(1) AIR HORN 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELD	P		9
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P		4
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P		11
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P		0
7851780	CABMATE CAB AIR SUSP	P	766	15
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P		13

CODE	DESCRIPTION			PUB CD	PRICE	WEIGHT
7900270	5 LB 3A:40BC FIRE EXTINGUISHER CAB MTD			P		9
7901130	BACKUP ALARM (107DB)			P		2
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER OR INTAKE PIPING			P		0
8032420	BUZZER ON AIR SUSPENSION DUMP VALVE			P		0
8071870	MAIN INSTRUMENTATION PANEL W/ GRAPHICS DISPLAY			P		0
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER			P		0
8120980	(5) MARKER LIGHTS, AERO LED			P		0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES			P		0
	PAINT					
8530340	AXALTA SINGLE STAGE NON-METALLIC CAB/HOOD			P		0
N8502	A -	N0006EA	WHITE			
N8520	FRAME	N0001EA	BLACK			
N8530	FENDER	N0006EA	WHITE			
N8540	HOOD TOP	N0006EA	WHITE			
N8550	CAB ROOF	N0006EA	WHITE			
N8570	BUMPER	N0001EA	BLACK			
	MISCELLANEOUS					
9490091	APPLICATIONS CONTACT: CALEB DURANT (940) 566-7888			U		0
N9994	EMAIL: HEDFELTT1@RUSHENTERPRISES.COM					
N9995	CELL PHONE: 956-522-3022					
N9996	SALESPERSON ID: THEODOREHEDF					
N9997	DEALER CONTACT					
N9998	NAME: TW HEDFELT PH:956-782-451					
N9999	CJD 08/20/14 OC005					

** TOTAL ESTIMATED WEIGHT 14,504
TOTAL LIST PRICE

BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE
ADJUSTED LIST PRICE

PROMOTION PROGRAM CODE @ 0.00 %

COMPETITIVE ALLOWANCE NO 01157137 @ 0.00 %

SURCHARGE/OPTIONS NO DISC
9408905 - MEDIUM DUTY EMISSIONS SURCHARGE $7000
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC

OPTIONAL EXT WTY & PRV MNT

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH	STROBE LIGHTS	RTC 0046	LITE BAR	$ 1,725
RUSH	SEALED GATE	RTC 0047	DUMP BODY	$ 863
RUSH	VIBRATOR	RTC 0048	DUMP BODY	$ 2,588
RUSH	SHOP LABOR	RTC 0049	MOUNTING [Per Hour]	$ 95.00
RUSH	DUMP PREP PACKAGE	RTC 0050	DUMP PREP PACKAGE	$ 3,393
RUSH	P.D.I SERVICE PACK	RTC 0051	P.D.I. SERVICE PACK	$ 1,236
RUSH	SHOP LABOR	RTC 0052	PAINTING [Per Hour]	$ 95.00
RUSH	BODY PREP	RTC 0053	BODY PREPARATION PACKAGE	$ 2,438
WARREN	WSC5519	RTC 0054	CLASS 20 8'-11' BODIES	$ 4,025
WARREN	U50-717	RTC 0055	CLASS50 8'-9'	$ 4,370
WARREN	U60-823	RTC 0056	CLASS 50 9'-10' BODIES	$ 4,485
WARREN	U70-824	RTC 0057	CLASS 70 12' BODIES	$ 4,485
WARREN	U110-8824	RTC 0058	CLASS 110 13'-14' BODIES	$ 6,095
RUSH	DEF,FUEL, & WASH	RTC 0059	FUELING	$ 950.00
WARREN	T-10-585	RTC 0060	CLASS 70 10' BODIES	$ 4,370
WARREN	T-10-6385	RTC 0061	CLASS 90 10' BODIES	$ 4,485
WARREN	VTLW-6397	RTC 0062	CLASS 100 12' BODIES	$ 4,600
WARREN	VTLW-63110	RTC 0063	CLASS 110 13-14' BODIES	$ 4,888
WARREN	VTLW-63126	RTC 0064	CLASS 120 15-16' BODIES	$ 4,888
WARREN	VTLW-63142	RTC 0065	CLASS 120 17-18' BODIES	$ 5,175
WARREN	VTLW-74135	RTC 0066	CLASS 120 16-17' BODIES	$ 5,175
WARREN	VTLW-74167	RTC 0067	CLASS 120 18-19' BODIES	$ 5,693
RUSH	HEADACHE RACK	RTC 0068	ALUMINUM CAB PROTECTOR	$ 2,013
RUSH	EPORTAL LISTING	RTC 0069	ANNUAL SERVICE PACKAGE	$ 460
RUSH	10'	RTC 0070	10'	$ 6,095
RUSH	12'	RTC 0071	12'	$ 6,095
RUSH	14'	RTC 0072	14'	$ 6,900
RUSH	16'	RTC 0073	16'	$ 7,360
RUSH	18'	RTC 0074	18'	$ 8,050
RUSH	20'	RTC 0075	20'	$ 8,280
RUSH	22'	RTC 0076	22'	$ 8,970
RUSH	24'	RTC 0077	24'	$ 9,660
RUSH	16' Reefer Body	RTC 0078	Body and cooling unit	$ 30,959
RUSH	20' Reefer Body	RTC 0079	Body and cooling unit	$ 32,308
RUSH	24' Reefer Body	RTC 0080	Body and cooling unit	$ 34,997
RUSH	HEATED FLOOR	RTC 0083	HEATED FLOOR	$ 3,450
RUSH	STAKE SIDES FOR FLAT BEDS [Per Foot]	RTC 0084	STAKE SIDES FOR FLAT BEDS [Per Foot]	$ 127
RUSH	SAFETY CAGE	RTC 0085	FOR HIGH LIFT	$ 3,766
RUSH	APPROACH LADDER	RTC 0086		$ 748
RUSH	LUBE TRUCK	RTC 0087	BASIC 1K TANK BODY	$ 62,000.00

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
Terex	TC65	RTC 1034	Non-Overcenter Material Handling Aerial Device- 70 ft working height	$ 124,165.00
Terex	C4045 TM	RTC 1035	Commander Center Mount Derrick with TM winch- Sheeve 45 ft	$ 126,298.75
Terex	C4045 PG	RTC 1036	Commander Center Mount Derrick with PG winch- Sheeve 45 ft	$ 125,422.50
Terex	C4047 TM	RTC 1037	Commander Center Mount Derrick with TM winch- Sheeve 47 ft	$ 129,090.00
Terex	C4047 PG	RTC 1038	Commander Center Mount Derrick with PG winch- Sheeve height 47'	$ 129,090.00
Terex	C4050 TM	RTC 1039	Commander Center Mount Derrick with TM winch- Sheeve height 50 ft	$ 138,856.25
Terex	C6054	RTC 1040	Commander Center Mount Derrick- Sheeve height 54 ft	$ 173,667.50
Terex	C6060	RTC 1041	Commander Center Mount Derrick- Sheeve height 60 ft	$ 173,667.50
Terex	General 65	RTC 1042	General Center Mount Derrick- Sheeve height 65 ft	$ 234,757.50
RUSH	REAR STEER APPLICATION	RTC 1043	REAR STEER FOR LOADER APPLICATION	$ 53,747.50
PAC-MAC	SHUTTLE LOADER	RTC 1044	SHUTTLE LOADER	$ 60,500.00
RUSH	CNG CONVERSION	RTC 1045	CUMMINS "L" only	$ 49,937.50
RUSH	FRAME CLEAN	RTC 1046	Clean Stock Frame for Body Install	$ 1,781.25
DICKSON	RUMBLER 6200	RTC 1047	Rumble Strip Machine	$ 244,375.00
MRL	PAINT STRIPER	RTC 1048	Paint Striper	$ 190,000.00
MRL	PAINT STRIPER	RTC 1049	Thermoplastic Paint Striper	$ 281,250.00
		RTC 1050	Sewer Unit	
Amthor	Septic Tank	RTC 1051	1250 Portable Restroom Tank	$ 32,990
Amthor	Septic Tank	RTC 1052	2000 Gallon Portable Restroom Tank	$ 34,990
Amthor	Septic Tank	RTC 1053	2500 Gallon Vacuum Tank	$ 34,950
Amthor	Septic Tank	RTC 1054	4000 Gallon Vacuum Tank	$ 39,990
Amthor	Propane Tank	RTC 1055	3499 Gallon Propane Tank	$ 55,950
CLS	Jetter Body	RTC 1056	2,000 Gallon Jetter Body	$ 81,500
VacCon		RTC 1057	Single Engine 11 CY Jetter/Blower w/ 80 gpm	$ 213,000
Rush	Ford Make Ready	RTC 1058	Dealer Prep / Make Ready	$ 200
Rush	Lot Insurance	RTC 1059	Lot Insurance	2% of sales price
Rush	Flooring	RTC 1060	Dealership Flooring	2% of sales price

Pct 1
8k 386 3a1
Utu 292150
16cu.yd

PAGE: 1

Truckers Equipment, Inc.
601 W. Expressway
Pharr, TX 78577

Phone: (956) 702-4856
Fax: (956) 702-7086

BILL TO: 073825
RUSH TRUCK CENTER, PHARR
4700 N CAGE STREET
PHARR TX 78577

SHIP TO: 073825
RUSH TRUCK CENTER, PHARR
4700 N CAGE STREET
PHARR TX 78577

Date	Customer P.O.	Whse	Salesman	Shipped Via	Order No.	Reference No.	Invoice No.
02/06/15	4501710498	007	720	CPU	830659.00		1287760

Quantity Ordered	Quantity Shipped	Quantity Back Ordered	Product Number	Description	UM	Unit Price	Ext. Price
1	1		500TR-16-42	DUMP PKG 16' 14.52YD 500TR-42 74135T	EA	11000.00	11000.00
1	1		CS24-A1005-H3KX	PTO ASM SAE B	EA	1206.20	1206.20
1	1		5000XGL	TARP SYSTEM	EA	850.00	850.00
1	1		8X16	MESH TARP 7.5' X 16'	EA	103.50	103.50
1	1		C3505DM	AIR CYL. FOR DUMP PUMP E2 C101/102	EA	50.00	50.00
1	1		AVC-295-8	KIT W/CONSOLE AIR SHIFT PTO & PUMP 8"	EA	141.53	141.53
1	1		PAINTING	000389 PAINTING	EA	1750.00	1750.00
1	1		164036	MUD FLAPS 24X36 HD TRUCKERS	PR	16 20	16.20
1	1		051145	WIRE 14 GA PRIMARY 100' REEL BLUE	EA	19.90	19.90
1	1		051135	WIRE 14 GA PRIMARY 100' REEL BLACK	EA	17.77	17.77
1	1		LABOR	001000 LABOR	EA	1200.00	1200.00
1	1		FREIGHT	000538 SHIPPING	EA	200.00	200.00
1	1		48M61250-A	KIT, MAN/AIR SHIFT P ARTS TG	EA	120.85	120.85
1	1		BP100A	PINTLE HOOK W/SPRING 30K MGTW 6K MVL	EA	152.58	152 58

Seller makes no warranties which extend beyond the description on the face hereof and seller's responsibility ceases upon receipt by carrier. No returns without prior permission and handling charge on all returns. Prices subject to change without notice. Finance charges will be charged for past due accounts.

Terms are "Net 30 Days". Net due 30 days from invoice date. Accounts over 30 days are subject to 1-1/2% service charge (annual rate 18%), and all costs of collection including reasonable attorney's fees.

Return merchandise must be accompanied by this invoice. All returns are subject to a 20% restocking charge. This invoice is due and payable in Corpus Christi, Nueces county, Texas.

Amount Due

Signature: _____

Print Name: _____

CHECK # _____

ORIGINAL

Remit To
P.O. Box 4727 Corpus Christi, TX 78469

Truckers Equipment, Inc.
601 W. Expressway
Pharr, TX 78577

Phone: (956) 702-4856
Fax: (956) 702-7086

BILL TO: 073825
RUSH TRUCK CENTER, PHARR
4700 N CAGE STREET
PHARR TX 78577

SHIP TO: 073825
RUSH TRUCK CENTER, PHARR
4700 N CAGE STREET
PHARR TX 78577

Date	Customer P.O.	Whse	Salesman	Shipped Via	Order No.	Reference No.	Invoice No.
02/06/15	4501710498	007	720	CPU	830659.00		1287760

Quantity			Product Number	Description	UM	Unit Price	Ext. Price
Ordered	Shipped	Back Ordered					
1	1		MATERIALS	000392 STEEL,	EA	600.00	600.00
1	1		SUPPLIES	001000 SHOP SUPPLIES	EA	25.00	25.00
			TPO #92947.00 929	48.00			
1	1		30T43210	SWITCH, PRES. CS PTO NPT N.O. 20PSI	EA	51.44	51.44
2	2		035036	DUMMY GLADHAND COUPLING VENTED	EA	4.00	8.00
4	4		60101-3	LITE, LICENSE CHROME 50	EA	2.64	10.56
						SUBTOTAL	17523.53

RTC-0073 Published Option in the amount of $7,360.00. Actual Cost for Dump Body is in the amount of $17,523.53 for a difference of $10,163.53.

Seller makes no warranties which extend beyond the description on the face hereof and seller's responsibility ceases upon receipt by carrier. No returns without prior permission and handling charge on all returns. Prices subject to change without notice. Finance charges will be charged for past due accounts

Terms are Net 30 Days. Net due 30 days from invoice date. Accounts over 30 days are subject to 1-1/2% service charge (annual rate 18%), and all costs of collection including reasonable attorney's fees.

Return merchandise must be accompanied by this invoice. All returns are subject to a 20% restocking charge. This invoice is due and payable in Corpus Christi, Nueces County, Texas.

Amount Due
17523.53

Signature: _____

Print Name: _____

CHECK # _____

ORIGINAL

Remit To
P.O. Box 4727 Corpus Christi, TX 78469



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						
273	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	$95.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
274	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles	$ 0_/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 [illegible]ns 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: 179456546

ENTITY Rush Truck Centers Of Texas, Lp Status:Active

DUNS: 179456546 +4: CAGE Code: 74G17 DoDAAC:

Expiration Date: Apr 2, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4700 N CAGE BLVD
City: PHARR State/Province: TEXAS
ZIP Code: 78577-9694 Country: UNITED STATES

REVIEWED
By Oscar Garza at 9:18 am, Apr 10, 2015

PRECINCT #1

(1) 2015 PETERBILT 367

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
Rush Truck Centers of Texas[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:	Rush Truck Centers of Texas
Address:	555 I.H. 35 South Suite 500
	New Braunfels, TX 78130
Phone Number:	(830) 626-5254
Email:	neubauerd@rushenterprises.com
Federal ID:	74-2786264
Contact:	Drew Neubauer
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
Additional Dealers:	See Extended Exceptions for dealer list.

REVIEWED
By Oscar Garza at 11:00 am, Apr 01, 2015

FINAL

APPROVED
By Rudy Salinas at 10:52 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Funding Acct. # 5-1345-431-00-121-041-0-751

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*3/31/2015*
Contact for Vendor:	*DREW NEUBAUER*	Phone 830-626-5254	
End User:	*County of Hidalgo PCT. 1*		
End User Contact:	***Raul Lozano***	Phone/Fax	*(956) 968-8733*
Product Description:	***2015 Peterbilt 367***		

A: Base Price in Bid/Proposal Number:	**430-13**	Series: **367**	$98,607.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame and Equipment	$ 5,153.00	Peterbilt	Tires and Wheels	$ 3,823.00
Peterbilt	Front Axle and Equipment	$ 1,542.00	Peterbilt	Fuel Tanks & Battery Boxes	$ 1,769.00
Peterbilt	Rear Axle and Equipment	$ 5,982.00	Peterbilt	Cab & Equipment	$ 5,277.00
Peterbilt	Engine and Equipment	$ 3,662.00	RTC-0096	Wet Kit	$ 4,600.00
Peterbilt	Transmission and Clutch	$ 1,710.00			
Peterbilt	Air and Trailer Equipment	$ 1,284.00			
Subtotal Column 1:	$ 19,333.00		Subtotal Column 2:	$ 15,469.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 34,802.00
C: Subtotal of A + B	$133,409.00

D: Non Published Options

Subtotal Column 1:			Subtotal Column 2:	$ -	

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	
E: Contract Price Adjustment (*If any, explain here*)	
Loyal Customer Discount	$ (763.00)
F: Total of C + D +/- E	$132,646.00
G: Quantity ordered Units: 1.00 x F	$ 132,646.00
H: BUYBOARD Administrative Fee %	$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

					$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$133,046.00

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
Rush Truck Centers of Texas[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: 98

Vendor	Description	Pricing Sheet	Price
Rush Truck Centers of Texas	Peterbilt Model 367. Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front axle weight 12000-22000lbs, rear axle weight 21000-70000lbs, 52000 GVWR, 123" BBC, complete with all manufacturer's standard equipment. Line Item 260.1	N/A	$98,607.00

Extended Product Information

Reference Number: 430-13

Part Number: 367

Unit Measure: EA

Full Description: Peterbilt Model 367. Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front ; 22000lbs, rear axle weight 21000-70000lbs, 52000 GVWR, 123" BBC, complete with all manufacturer's s Line Item 260.1

Showing 1 to 1 of 1 entries (filtered from 57 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
256	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX6, 200-260 HP, Fuller 10 transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$62,155.00	Peterbilt 330	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
257	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX6, 240HP, Fuller 10 transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$63,352.00	Peterbilt 337	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
258	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$71,360.00	Peterbilt 348	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
259	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Cummins ISL engine, 345 HP,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment	$93,536.00	Peterbilt 365	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
260.1	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment	$98,607	Peterbilt 367	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
261.1	Peterbilt	Peterbilt Model 382	**Peterbilt Model 382** - Conventional cab, Cummins ISL engine, 345 HP, Fuller 10 transmission, front gross axle weight 10,000-12,0000lbs, rear gross axle weight 23,000-40,000lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment	$79,257.00	Peterbilt 382	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All c ns 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
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 (%)**		
268	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
269	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
270	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options	Discount (%) Off Third Party (not OEM Options)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
271	Parts	Discount (%) Off Parts	Discount (%) Off Parts	10%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
272	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0%		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.

PETERBILT CHASSIS FINAL BILL PAGE 001
VMXXR036-1 FOR VIN 1XPTD40XXFD258306 AS OF 10/22/14
UNIT TYPE 1 OF FLEET 258305 THRU 258307

DEALER CODE - S041 CUSTOMER NO - CGZ9 DATES
NAME AND ADDRESS SOUTH TEXAS 367 HD DC REQ DELV 08/29/14
RUSH PBLT TRK CTR,CC

DELIVERY 10/22/14
3001 IH 69 ACCESS ROAD PRIC EFF 10/22/14

ROBSTOWN TX 78380

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED	0091070 CONSTRUCTION MATERIALS		
INTENDED SERVICE	0093060 CONSTRUCTION DUMP - ON/OFF HIGHWAY		
BODY LENGTH	.00 IN	BODY HEIGHT	.00 IN
		MAX LADEN WEIGHT	.00 LBS

TRAILER

TRAILER TYPE	0096100 BOTTOM DUMP		
TRAILER LENGTH	40.00 FT	TRAILER HEIGHT	12.00 FT
KINGPIN	36.00 IN	CTR LINE AXLE GRP	.00 IN
CORNER RADIUS	1.00 IN	NO TRAILER AXLES	02

OPERATING AREA RESTRICTIONS

LENGTH	65.00 FT	WIDTH	102.00 IN	HEIGHT	13.50 FT

**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD	14320.00 LBS	REAR AXLE LOAD	44000.00 LBS	GCW	80000.00 LBS
WHEELBASE	225.00 IN	FAX/BOC	92.80 IN	CAB/AXLE	132.20 IN
CAB/EOF	186.90 IN	MAXIMUM GRADE 06	PERCENT HIGHWAY 091		% CLASS B 000
					% CLASS C 009
					% CLASS D 000

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	14,320.00 LBS		
GAWR FIRST INTER	22,000.00 LBS	SECOND INTER	22,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	58,320.00 LBS		

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0003671	MODEL 367 CONVENTIONAL	P	149,935	15,201
	FRAME AND EQUIPMENT			
0514000	10-3/4" STEEL RAILS TO 354" 3/8" RAIL THICKNESS	P	383	205
0601620	3/4 LENGTH STEEL INNER LINER EOF USE W/10-1/2, 10-3/4, 10-5/8" RAILS	P	1,289	410
0611250	HD IRON FRONT SPRING BRKTS FORWARD & REAR	P	256	35
0613140	HD 7BOLT GUSSETS ON ALL SUSP XMBRS PB AIR TRAC & AIR LEAF SUSP ONLY	P	210	0
0644000	EOF TRACTOR TAPERED WITH XMBR INCL KINGPIN CUTOUT, CUTOUT NA W AL EOF	P		0
0651200	PBILT REAR MUDFLAPS, PBILT HANGER COIL 45 DEGREE	P	50	4-
0651220	FURNISH MUDFLAP HNGRS ONLY OMIT FLAPS MUDFLAP/HANGER OPTION REQUIRED	P		9-
0673010	POLYARMOR BLACK QUARTER FENDERS PETERBILT LOGO ON FLAP	P	114	24
0835860	HOLLAND FW35 FIFTH WHEEL TOP PLATE	P	2,008	240
0870040	REAR OR FIXD SETTING BHD C/L BOGIE 004.			
0890090	LH FIFTH WHEEL RELEASE	P		0
0890560	8.6"-9.25" FIFTH WHEEL HEIGHT	P		99
0890590	20", 24", OR 24.5" AIR SLIDE FOR FIFTH WHEEL	P	60	216
0890642	HOLLAND SINGLE PLATE SLIDER REQ W/ SLIDERS >=60"/KOMP/FW2570	P		0
0890670	NO-TILT CONVERTIBLE	P	333	24
0960000	FRAME MTD DECK PLATE & ACCESS PKG, LH SIDE	P	450	42
	FRONT AXLE AND EQUIPMENT			
1012300	MERITOR MFS14 14,600 LB	P	650	73
1112150	TAPER LEAF SPRINGS, SHOCKS 14,600 LB	P	266	55
1233050	POWER STEERING TRW TAS85	P	313	0
1250180	POWER STEERING RESERVOIR, FRAME MOUNTED	P		0
1353540	PHP10 ALUMINUM PRESET+ HUBS	P		0
1380070	GREASABLE FRONT SPRING PINS	P	23	0
1380360	BENDIX AIR CAM FRT HP DRUM BRKS 16.5X6	P	154	0
1380470	MERITOR WIDE TRACK IFO STD FRONT AXLE	P		4

$5,153.00

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1390020	TRUCKMASTER FRONT SHOCKS	P	90	18
1391390	LONG STROKE BRAKES, FRONT AXLE	P	21	0
1391400	70 MM FRONT SPRING SPACER BLOCKS	U		0
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	25	0
	REAR AXLE AND EQUIPMENT			
1526160	MERITOR MT44-14X 44,000 LB	P	2,468	141
1599980	REAR AXLE APPROVED	U		0
N1590	* REAR AXLE APPOROVED C-125070 *			
1616290	PHP10 ALUMINUM PRESET+ HUBS	P		0
1632650	LONG STROKE PARKING BRAKES DRIVE AXLE(S)	P		0
1672630	DIFF LOCK BOTH AXLES	P	1,879	60
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	94	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	65	2
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P		0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P		0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		0
1703700	RATIO 3.70 REAR AXLE	P		0
1821150	PETERBILT AIR TRAC 44,000 LBS, 52" AS	P	1,440	205
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P	36	2
	ENGINE AND ENGINE EQUIPMENT			
2059881	ISX15 450@1800 GOV@1800 1650@1000 FAMILY 1 (2013 EMISSIONS)	P	890	340
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P		0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P		0
2091372	EFF EIST NA EXPIRATION MILES	P		0
2091638	EFFECTIVE VSL SETTING 65.0 MPH OR GREATER (USA)	P		0
2140200	CARB ENGINE IDLING COMPLIANCE	P		0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P112 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 75....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0.....ACCELERATOR LOWER DROOP (P11			
N2137	P059 75....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0.....CRUISE CONTROL LOWER DROOP (			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 YES...ENGINE PROTECTION SHUTDOWN (			
N2145	P026 YES...GEAR DOWN PROTECTION (P026)			
N2146	P046 1000..MAX PTO SPEED (P046)			
N2147	P062 YES...CRUISE CONTROL AUTO RESUME (			
N2148	P068 YES...AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			

$1542.00

$5,982.00

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P		0
2522050	PACCAR STARTER 12V	P		0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 2100 CCA	P		0
2539420	BATTERIES IN LH BOX U/CAB	P		0
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	263	0
2723210	18.7 CFM AIR COMPRESSOR	P		0
2812170	INTEBRAKE ISX/ISX15 (FURNISHED ON ENGINE)	P		0
2925870	HIGH EFFICIENCY FUEL/WATER SEP-UNHTD	P	203	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL (LABEL N/A PX ENGINES)	P	10	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P		0
3212010	(2) 13" SS AIR CLEANERS,COWL MTD,SS CAP	P	1,044	53
3365090	EXHAUST DUAL SIDE OF CAB DPF/SCR RH UNDER CAB	P	1,167	130
3387670	42" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	85	7
	TRANSMISSION AND CLUTCH			
4040760	FULLER FRO16210C 10 SPEED WATER-TO-OIL COOLER, INTERNAL PUMP	P		0
4210960	SPL250HD-XL DRIVELINE, 1 MIDSHIP BRG	P	1,050	161
4216330	SPL170-XL DRIVELINE INTERAXLE FOR TANDEM REAR AXLES	P	195	44
4233030	(1) DASH MTD SINGLE ACTING AIR PTO CTRL	P	69	0
4233510	PARK BRAKE INTERLOCK FOR TRANSMISSION MOUNTED PTO	P	74	2
4250900	MAIN TRANSMISSION REAR SUPPORT, CUMMINS	P	88	11
4256100	MANUAL SHIFTER, BLACK	P	0	0
4380270	REMOTE LUBE HOSES FOR CLUTCH LINKAGE, RELEASE BRG AND CROSS SHAFTS-MTD TO LH	P	234	7
	AIR AND TRAILER EQUIPMENT			
4510760	BENDIX AD-IS EP AIR DRYER W/HTR "EXTENDED PURGE"	P	133	4
4520420	BERG PULL CORDS - ALL AIR TANKS	P	6	0
4540100	WIRE BRAID CHASSIS HOSE	P	421	55
4543320	STEEL PAINTED AIR TANKS	P		0
4543430	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P	295	0
4543450	CLEAR INSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P	295	0

3662.00

1710.00

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
4611120	CAST 7-WAY PLUG(S) IPO STD PLASTIC 7-WAY PLUG(S)	P	17	0
4612800	TRAILER HAND VALVE	P		0
4613650	16' A&E LINES STRAIGHT & TWO 7-WAY PLUGS, BOC SCKT	P	117	11
4614810	A&E CONNECTIONS BOC/BOS W/ HOSE TENNA	P		0
4614870	LOCATE A&E CONNECTIONS 41"-54" BOC/BOS	P		0
	TIRES AND WHEELS			
5069420	FF: BR 16PLY 11R24.5 R283 ECOPIA PART: BR250398 FET: 70	P	204	29
5169560	RR: BR 16PLY 11R24.5 M799 PART: BR233585 FET: 280	P	1,488	204
5190008	CODE-REAR TIRE QTY 08.			
5222960	FF: PBILT 986677LVL1 24.5X8.25 ALM WHL	P	425	24-
5322960	RR: PBILT 986677LVL1 24.5X8.25 ALM WHL	P	1,696	96-
5390008	CODE-REAR RIM QTY 08.			
5409680	SCHRADER 1126 DOUBLE SEATING EXTENSIONS ON TIRE VALVE STEMS	P	10	0
	FUEL TANKS			
5552130	26" ALUM 80 GAL FUEL TANK RH BOC	P	65	4
5556130	26" ALUM 80 GAL FUEL TANK LH BOC	P	65	4
5603080	LOCATION RH BEHIND CAB 080 GAL.			
5604080	LOCATION LH BEHIND CAB 080 GAL.			
5650490	FUEL COOLER	P	129	15
5651720	LOCATE FUEL TANK AS FAR BACK AS POSSIBLE	P		0
5652230	SINGLE DRAW, SINGLE RETURN #10 XOVER GUARD, SHUTOFF VALVE ON EACH	P		4
5652880	DEF TANK MOUNTED RH BOC	P		0
5655029	DEF TANK MEDIUM	P	34	22
	BATTERY BOX AND BUMPER			
6010030	ALUMINUM BATTERY BOX LH U/C NON-SLIP STEP	P		0
6040550	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH U/C	P		0
6122060	STEEL BUMPER HD LOGGER PAINTED INCLUDES HEAVY DUTY TOW EYE	P	1,476	137
	CAB AND EQUIPMENT			
6515510	ALUM CAB 123" BBC FBRGLS HOOD SFFA W/POLISHED CROWN & SPRING TILT ASSIST	P		0
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P	32	49
6540160	THERMAL INSULATION PACKAGE IN CAB	P	20	2
6800360	FENDER LIPS 2" WIDE	P	28	9
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P		0
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P		0
6930500	DRIVERS ARMREST - RH ONLY	P	34	2

$1284.00

$3823.00

$1,769.00

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
6930800	BLACK SEAT COLOR IPO STD COLOR	P		0
6939400	AIR RIDE DRIVER	P		0
6939420	HIGH BACK DRIVER	P		0
6939470	VINYL DRIVER	P		0
6939510	NON-AIR RIDE PASSENGER	P		0
6939540	LOW BACK PASSENGER	P		4-
6939570	VINYL PASSENGER	P		0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	435	11
7001620	STEERING WHEEL WITH PETERBILT LOGO	P		0
7039050	PROBILT INTERIOR - ARCTIC GRAY	P		0
7210430	EXTENDED REAR WINDOW IPO STD - DAY CAB	P	70	0
7210500	PLASTIC REAR WINDOW IPO GLASS BOC - DAY CAB	P	97	0
7210540	DAY CAB REAR WINDOW	P		0
7230350	TWO-PIECE FLAT WINDSHIELD	P		0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		0
7322130	CUP HOLDER (FLOOR MOUNTED)	P	60	4
7330700	PB COMFORT CONTROL - CAB	P	32	7
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	144	4
7560100	SSTL MIRRORS EACH SIDE HTD & MTRZD (N/A W/6501020)	P	350	2
7560850	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P		0
7620620	(2) AIR HORNS 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELDS	P	416	9
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P	42	4
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	378	11
7740100	COBRA 40 CHNL CB RADIO W/INTEGRAL SPKR	P	258	11
7748680	CB ANTENNA MOUNTING, RH & LH MIRROR N/A W/RAMI	P	48	0
7851040	REMOVABLE BUGSCREEN BEHIND GRILLE	P	69	2
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P		0
7851970	UNIBILT CAB AIR SUSPENSION	P	491	24
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	18	13
7900270	5 LB 3A:40BC FIRE EXTINGUISHER CAB MTD	P	87	9
7901130	BACKUP ALARM (107DB)	P	58	2
8012240	GUARD(S) FOR REAR AXLE HEAT GAUGE	P	79	2
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER OR INTAKE PIPING	P		0
8032420	BUZZER ON AIR SUSPENSION DUMP VALVE	P	10	0
8071750	(2) DUMP SWITCHES, BOTTOM DUMP TRAILER WIRED TO BERG 4-WAY SOCKET AT BOC/BOS	P	154	9
8071880	FLEET SPEC INSTRUMENT PACKAGE W/ GRAPHICS DISPLAY	P	585	9
8111140	PROJECTOR MODULE POD HEADLIGHTS INTEGRAL TURN SIGNALS	P	257	0

CHASSIS FINAL BILL
FOR VIN 1XPTD40XXFD258306
UNIT TYPE 1 OF FLEET 258305 THRU 258307

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
8120980	(5) MARKER LIGHTS, AERO LED	P		0
8132210	(1) 6" SPOTLIGHT, ROUND HALOGEN LH	P	121	4
8133110	SWITCH & WIRING F/O AUXILIARY LIGHT UNDER CAB/SLEEPER (15A MAX)	P	48	2
8133120	SWITCH & WIRING F/O AUX LIGHT ON DUAL AIR CLEANERS	P	79	2
8133470	SWITCH & WIRING FOR F/O BEACON/STROBE 10FT WIRE BOC/BOS TERM AT REAR SILL	P	62	2
8140350	TRUCKLITE LED STOP/TURN/TAIL 40204 BACKUP, BRKT MTD LH/RH ROF	P	147	2
8140490	ADDITIONAL LED ROUND TURN SGNL MTD MIRRORS	P	178	2
8151130	(2) LOAD LIGHTS, FLUSH MTD LOW INBOARD LOCATION A	P	103	4
8151140	(2) LOAD LIGHTS, FLUSH MTD LOW OUTBOARD LOCATION B	P	103	4
8152530	(2) LOAD LIGHTS, BRACKET MTD INBOARD LOCATION K, DAYCAB	P	150	7
8153100	(1) F/O LOADLIGHT, SWITCH & 10 FT WIRE COIL UNDER/IN CAB/SLEEPER	P	34	2
	PAINT			
8500710	STANDARD PAINT COLOR SELECTION	P		0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P		0
N8502	A - L0006EB WHITE - STAND			
N8520	FRAME N0001EA BLACK			
N8530	FENDER L0006EB WHITE - STAND			
N8540	HOOD TOP L0006EB WHITE - STAND			
N8550	CAB ROOF L0006EB WHITE - STAND			
N8570	BUMPER N0001EA BLACK			
N8572	SK FAIRINGS L0006EB WHITE - STAND			
	MISCELLANEOUS			
9409000	DAY CAB / PROBILT INTERIOR (DB)	P		0
9409960	PRESENTATION CREATED USING FEATURED SPEC FOR MODEL	P		0
9490059	APPLICATIONS CONTACT: AUSTIN GRIFFIN (940) 220-2767	U		0
N9495	ALL UNITS TO BE SCHEDULED IN LATE DEC.			
N9496	2014 PER AGREEMENT WITH JIM WAGNER.			
N9994	EMAIL:			
N9995	CELL PHONE:			
N9996	SALESPERSON ID: JEFFJOHLE			
N9997	DEALER CONTACT			
N9998	NAME: JAMES SCHANDUA PH:361-726-4800			
N9999	ALG 08/22/14 OC010			

$527.00

0.0000 *

Frame & Equipment

383.0000 +
1,289.0000 +
256.0000 +
210.0000 +
50.0000 +
114.0000 +
2,008.0000 +
60.0000 +
333.0000 +
450.0000 +

010

5,153.0000 ◊

010

5,153.0000 *

000

0.0000 *

Front Axle

650.0000 +
266.0000 +
313.0000 +
23.0000 +
154.0000 +
90.0000 +
21.0000 +
25.0000 +

008

1,542.0000 ◊

008

000

0.0000 *

Rear Axle & Equipment

2,468.0000 +
1,879.0000 +
94.0000 +
65.0000 +
1,440.0000 +
36.0000 +

006

5,982.0000 ◊

006

5,982.0000 *

000

0.0000 *

Engine & Equip

890.0000 +
263.0000 +
203.0000 +
10.0000 +
1,044.0000 +
1,167.0000 +
85.0000 +

007

3,662.0000 ◊

000

0.0000 *

Transmission & Clutch

1,050.0000 +
195.0000 +
69.0000 +
74.0000 +
88.0000 +
234.0000 +

006

1,710.0000 ◊

006

1,710.0000 *

000

0.0000 *

Air & Trailer Equipment

33.0000 +
6.0000 +
421.0000 +
295.0000 +
295.0000 +
17.0000 +
117.0000 +

007

1,284.0000 ◊

007

1,284.0000 *

Tires & Wheels

204.0000 +
1,488.0000 +
425.0000 +
1,696.0000 +
10.0000 +

005

3,823.0000 ◊

000

0.0000 *

Fuel tanks & Battery Boxes

65.0000 +
65.0000 +
129.0000 +
34.0000 +
1,476.0000 +

005

1,769.0000 ◊

005

1,769.0000 *

T

CAB & Equipment

32.0000 +
20.0000 +
28.0000 +
34.0000 +
435.0000 +
70.0000 +
97.0000 +
60.0000 +
32.0000 +
144.0000 +
350.0000 +
416.0000 +
42.0000 +
378.0000 +
258.0000 +
48.0000 +
69.0000 +
491.0000 +
18.0000 +
87.0000 +
58.0000 +
79.0000 +
10.0000 +
154.0000 +
585.0000 +
257.0000 +
121.0000 +
48.0000 +
79.0000 +
62.0000 +
147.0000 +
178.0000 +
103.0000 +
103.0000 +
150.0000 +
34.0000 +

036

5,277.0000 ◊

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH	WINCH TRUCK	RTC 0088	34K WINCH TRUCK	$ 44,563
RUSH	WINCH TRUCK	RTC 0089	64K WINCH TRUCK	$ 48,300
RUSH	WINCH TRUCK	RTC 0090	DOUBLE WINCH TRUCK	$ 94,300
RUSH	CAB SHIELDS	RTC 0091	REPLACMENT	$ 1,783
RUSH	APRONS	RTC 0092	8" PUSH TYPE	$ 1,093
RUSH	LADDER	RTC 0093	SIDE MOUNT DUMP BODY	$ 403
RUSH	GRAB HANDLE	RTC 0094	SIDE MOUNT DUMP BODY	$ 86
RUSH	LED	RTC 0095	BODY LIGHTS	$ 2,990
RUSH	WET KIT	RTC 0096	SINGLE LINE END DUMP	$ 4,600
RUSH	WET KIT	RTC 0097	DUAL LINE	$ 5,520
RUSH	WET KIT	RTC 0098	LIVE FLOOR	$ 6,774
RUSH	DUAL WET KIT	RTC 0099	DUAL OUT PUT PTO	$ 8,970
RUSH	FENDERS	RTC 0100	BUMP FENDERS [Each]	$ 518
RUSH	FENDERS	RTC 0101	FULL TANDEM FENDERS [Per Pair]	$ 4,198
RUSH	WB CHANGE	RTC 0102	SINGLE AXLE STRETCH	$ 2,875
RUSH	WB CHANGE	RTC 0103	DUAL AXLE STRETCH	$ 4,370
RUSH	WB CHANGE	RTC 0104	SINGLE AXLE SHORTEN	$ 1,438
RUSH	WB CHANGE	RTC 0105	DUAL AXLES	$ 3,220
RUSH	HOOKS	RTC 0106	TOW	$ 2,013
RUSH	LITES	RTC 0107	WORK LIGHTS [Per Pair]	$ 575
PAC-MAC	PAC-MAC KBG18	RTC 0108	ARTICULATED LOADER	$ 38,985
PAC-MAC	PAC-MAC KBF-20	RTC 0109	ARTICULATED LOADER	$ 40,595
PAC-MAC	PAC-MAC TBT1824	RTC 0110	INCLDED IN EITHER KBF	$ -
PAC-MAC	PAC-MAC TBT2030	RTC 0111	IN PLACE OF TBT1824	$ 2,990
PAC-MAC	PAC-MAC TBT1926	RTC 0112	IN PLACE OF TBT1824	$ 1,898
PAC-MAC	PAC-MAC KBF22A	RTC 0113	ARTICULATED LOADER	$ 46,460
PAC-MAC	PAC-MAC KBF225A	RTC 0114	ARTICULATED LOADER	$ 50,370
PAC-MAC	PAC-MAC KBF 227A	RTC 0115	ARTICULATED LOADER	$ 51,865
PAC-MAC	PAC-MAC TKB 2226	RTC 0116	TRASH BODY	$ 12,880
PAC-MAC	PAC-MAC TKB2440	RTC 0117	TRASH BODY	$ 15,985
PAC-MAC	PAC-MAC TKB2456	RTC 0118	TRASH BODY	$ 21,965
PAC-MAC	PAC-MAC OPTION	RTC 0119	1 PIECE BACK DOOR	$ 874
PAC-MAC	PAC-MAC OPTION	RTC 0120	TOOL BOX 18 X 18 X 30	$ 817
PAC-MAC	PAC-MAC OPTION	RTC 0121	TARP	$ 949
PAC-MAC	PAC-MAC OPTION	RTC 0122	HEAD RACK	$ 949
PAC-MAC	PAC-MAC OPTION	RTC 0123	BOOM UP SENSOR ALARM	$ 403

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						
273	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	$95.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
274	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles	$ 0_/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 [illegible]ns 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: 179456546

ENTITY Rush Truck Centers Of Texas, Lp Status:Active

DUNS: 179456546 +4: CAGE Code: 74G17 DoDAAC:

Expiration Date: Apr 2, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4700 N CAGE BLVD
City: PHARR State/Province: TEXAS
ZIP Code: 78577-9694 Country: UNITED STATES

REVIEWED
By Oscar Garza at 9:18 am, Apr 10, 2015



PRECINCT #1

(1) 2016 348 PETERBILT DISTRIBUTOR

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Rush Truck Centers of Texas
Address:	555 I.H. 35 South Suite 500
	New Braunfels, TX 78130
Phone Number:	(830) 626-5254
Email:	neubauerd@rushenterprises.com
Federal ID:	74-2786264
Contact:	Drew Neubauer
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
Additional Dealers:	See Extended Exceptions for dealer list.

REVIEWED
By Oscar Garza at 10:44 am, Apr 06, 2015

FINAL

APPROVED
By Rudy Salinas at 11:00 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*4/1/2015*
Contact for Vendor:	*DREW NEUBAUER*	Phone	830-626-5254
End User:	*Hidalgo County Pct 1*		
End User Contact:		Phone/Fax	*956-968-8733*
Product Description:	***2016 Peterbilt 348 Distributor***		

A: Base Price in Bid/Proposal Number:	430-13	Series: 348	$71,360.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
RTC-0051	Rush Service Pkg	$ 1,236.00
RTC-0125	Haz.Body Prep Pkg	$ 3,421.00
RTC1060	Rush Flooring	$ 1,427.20
Peterbilt	Frame, Front & Rear Equipment	$ 82.00
Peterbilt	Paccar Px9 and Equipment	$ 2,215.00
Peterbilt	Fuller FRO11210C	$ 544.00
Subtotal Column 1:		$ 8,925.20

OPT #	DESCRIPTION	AMOUNT
Peterbilt	Cab and Equipment	$ 2,819.00
Peterbilt	CabMate Air Susp	$ 766.00
Peterbilt	Axalta Two Stage Paint	$ 159.00
Peterbilt	23" Alum 50 Gal Fuel tank	$ 108.00
Peterbilt	Tire and Wheel Pkg	$ 999.00
Subtotal Column 2		$ 4,851.00

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 13,776.20
C: Subtotal of A + B	$85,136.20

D: Buyboard Awarded Bodies 424-13

Etnyre Centennial 2K Distributor	$91,097.25			
Subtotal Column 1:	$91,097.25	Subtotal Column 2	$	-

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$91,097.25
E: Contract Price Adjustment (*If any, explain here*)	
F: Total of C + D +/- E	$ 176,233.45
G: Quantity ordere Units: 1.00 x F	$ 176,233.45
H: BUYBOARD Administrative Fee %	$ 400.00
I: Non-Equipment Charges & Credits (*I.e.; Ext. Warranty, Trade-In, Delivery, etc.*)	
	$ -
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$176,633.45

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
Rush Truck Centers of Texas[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: 71

Vendor	Description	Pricing Sheet	Price	C
Rush Truck Centers of Texas	Peterbilt Model 567. Conventional cab vocational unit, PACCAR PX9 engine, 345 HP, Fuller 10 speed transmission, front axle weight 12000-22000lbs, rear axle weight 21000-70000lbs, 33000 GVWR, 121" BBC, complete with all mfg's stdd equip. Line Item 265.1	N/A	$102,971.00	
Rush Truck Centers of Texas	Peterbilt Model 348. Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front axle weight 10000-20000lbs, rear axle weight 21000-46000lbs, 26000 GVWR, 108" BBC, complete with all manufacturer's standard equipment. Line Item 258	N/A	$71,360.00	

Extended Product Information

Reference Number: 430-13

Part Number: 348

Unit Measure: EA

Full Description: Peterbilt Model 348. Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front axle w 20000lbs, rear axle weight 21000-46000lbs, 26000 GVWR, 108" BBC, complete with all manufacturer's s Line Item 258

Showing 1 to 2 of 2 entries (filtered from 57 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
256	Peterbilt	Peterbilt Model 330	**Peterbilt Model 330** - Conventional cab, PACCAR PX6, 200-260 HP, Fuller 10 transmission, front gross axle weight 8,000-10,000lbs, rear gross axle weight 19,000-21,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$62,155.00	Peterbilt 330	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
257	Peterbilt	Peterbilt Model 337	**Peterbilt Model 337** - Conventional cab, PACCAR PX6, 240HP, Fuller 10 transmission, front gross axle weight 10,000-12,000lbs, rear gross axle weight 21,000-23,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$63,352.00	Peterbilt 337	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
258	Peterbilt	Peterbilt Model 348	**Peterbilt Model 348** - Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS tranmission, front gross axle weight 10,000-20,000lbs, rear gross axle weight 21,000-46,000lbs, 26,000 GVWR, 108" BBC, complete with all manufacturer's standard equipment	$71,360.00	Peterbilt 348	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
259	Peterbilt	Peterbilt Model 365	**Peterbilt Model 365** - Conventional cab, Cummins ISL engine, 345 HP,Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment	$93,536.00	Peterbilt 365	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
260.1	Peterbilt	Peterbilt Model 367	**Peterbilt Model 367** - Conventional cab, Cummins ISX 11.9 engine, 300 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment	$98,607	Peterbilt 367	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
261.1	Peterbilt	Peterbilt Model 382	**Peterbilt Model 382** - Conventional cab, Cummins ISL engine, 345 HP, Fuller 10 transmission, front gross axle weight 10,000-12,0000lbs, rear gross axle weight 23,000-40,000lbs, 32,000 GVWR, 116" BBC, complete with all manufacturer's standard equipment	$79,257.00	Peterbilt 382	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All c ns 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
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 (%)**		
268	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
269	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
270	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options	Discount (%) Off Third Party (not OEM Options)	0%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
271	Parts	Discount (%) Off Parts	Discount (%) Off Parts	10%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
272	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0%		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.

000

0.0000 *

000

0. ◊

000

0.0000 *

000

0.0000 *

Frame & Equip

45.0000 +
37.0000 +

002

82.0000 ✓ ◊

002

82.0000 *

Paccar PX9 & Equip.

1,683.0000 +
370.0000 +
116.0000 +
43.0000 +
3.0000 +

005

2,215.0000 ✓ ◊

005

2,215.0000 *

000

0.0000 *

000

0. ◊

000

Zeeber FR0112120C 0.0000 *

544.0000 ✓ +

001

544.0000 ◊

001

544.0000 *

Tire & Wheel Pkg.

206.0000 +
412.0000 +
127.0000 +
254.0000 +

004

999.0000 ✓ ◊

004

999.0000 *

000

23" Aluminum 50 GAL Fuel Tank 0.0000 *

108.0000 ✓ +

001

108.0000 ◊

001

108.0000 *

000

0.0000 *

67.0000 +
17.0000 +
834.0000 +
68.0000 +
21.0000 +
126.0000 +
531.0000 +
291.0000 +
219.0000 +
39.0000 +
323.0000 +
40.0000 +
17.0000 +
84.0000 +
56.0000 +
10.0000 +
76.0000 +

Cab & Equipment

017

2,819.0000 ✓ ◊

017

2,819.0000 *

000

Cab Make Ken Suspension 0.0000 *

766.0000 ✓ +

001

766.0000 *

000

Axalta 2 Stage Paint 0.0000 *

159.0000 ✓ +

001

159.0000 *

000

RECEIVED
By Oscar Garza at 11:45 am, Apr 07, 2015

RUSH PETERBILT S046

Pharr, Texas United States 78577
Phone:
Fax:
Email:

HIDALGO COUNTY PCT 1
1902 JOE STEPHENS AVE.

WESLACO, Texas United States 78596
Phone:
Fax:
Contact Email:
Prepared for:

Vehicle Summary

Unit

Model:	Model 348
Type:	Full Truck
Description:	OIL DIST

Application

Intended Serv.:	Tanker, Liquid Bulk
Commodity:	Petroleum Products

Body

Type:	Tank
Length (ft):	24
Height (ft):	8.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	65
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	12000
Rr Axle Load (lbs)	21000
G.C.W. (lbs):	33000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	190
Overhang (in):	62.7
Fr Axle to BOC (in):	69.8
Cab to Axle (in):	120.2
Cab to EOF (in):	182.9
Overall Comb. Length (in):	279

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

RUSH PETERBILT S046

Pharr, Texas United States 78577
Phone:
Fax:
Email:

HIDALGO COUNTY PCT 1
1902 JOE STEPHENS AVE.

WESLACO, Texas United States 78596
Phone:
Fax:
Contact Email:
Prepared for:

Data	Code	Description	$ List	Weight
Base Model				
0003481	O	**Model 348**	91,932	10,695
0091130	O	**Petroleum Products**	0	0
0093020	O	**Tanker, Liquid Bulk** General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0	0
0095150	O	**Tank**	0	0
0098170	O	**United States Registry**	0	0
Configuration				
0200699	O	**Other** Secondary Manufacturer (Specify by narrative) N02000 COOPER EQUIP. N02010 17474 JUDSON RD N02020 SAN ANTONIO, TX 78247	0	0
Frame & Equipment				
0515020	O	**10-5/8in Steel Rails 286-325 in** 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	45	152
0612160	O	**178in Wheelbase**	0	0
0613090	S	**Three-Piece Crossmembers**	0	0
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0
Front Axle & Equipment				
1011280	S	**Dana Spicer E12021 12,000 lb** 3.5" drop. Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0	0
1111190	S	**Taper Leaf Springs, Shocks 12,000 lb**	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
1233100	S	**Power Steering TRW THP60** Glidekote splines on steering shaft extend service life of components.	0	0
1250180	S	**Power Steering Reservoir Frame Mounted**	0	0
1353500	S	**PHP10 Aluminum LMS Hubs** 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0	0
1380260	S	**Bendix Air Cam Front Drum Brakes 16.5x5** For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
Rear Axle & Equipment				
1513160	O	**Dana Spicer S21-170 21,000 lb** Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0	185
1616230	S	**PHP10 Iron LMS Hubs** 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0	0
1631310	S	**Parking Brakes (Axle Package)**	0	0
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	**Stability System Not Selected or Not Available**	0	0
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1686348	S	**Single Drive Axle (Model 348)**	0	0
1687010	S	**Bendix Air Cam Rear Drum Brakes 16.5x7** Inc automatic slack adjusters & outboard mounted brake drums.	0	0
1704560	O	**Ratio 4.56 Rear Axle**	0	0
1811210	S	**Peterbilt Air Trac 23,000 lb Light Weight**	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
1922260	O	**Dash Mtd Dump Switch With Indicator Light** For suspension	37	2
Engine & Equipment				
2074305	O	**PACCAR PX-9 300@2000 GOV@2200 860@1300** (2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P005 120..Hard Maximum Speed Limit N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0....Accelerator Lower Droop N21370 P059 64...Maximum Cruise Speed N21380 P111 0....Cruise Control Lower Droop N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N208 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 Yes..Engine Protection Shutdown N21450 P026 No...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 No...Cruise Control Auto Resume N21480 P068 No...Auto Engine Brake In Cruise N21500 N209 0....Expiration Distance N21510 P620 Yes..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 Yes..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 No...Idle Shutdown Manual Overrule N21590 P230 Yes..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	1,683	0
2091310	O	**Engine Idle Shutdown Timer Disabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372	O	**Eff EIST NA Expiration Miles**	0	0
2091640	O	**Effective VSL Setting NA**	0	0
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0	0
2522050	S	**PACCAR 12V Starter**	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
2535030	O	**2 Optima DT31T Batteries 1800 CCA Threaded** Stud type terminal. AGM (Absorbent Glass Material). Stranded copper battery cables are double aught (00) or larger to reduce resistance.	370	4
2539410	O	**Battery Jumper Terminal Mounted Under Hood** LH Frame Rail. Not available with PX-7 engines.	116	4
2621090	S	**DM Advantage ON/OFF Fan Clutch**	0	0
2723210	S	**18.7 CFM Air Compressor** Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2922720	S	**Spin-on Fuel Filter Frame Mounted, Unheated** In addition to the fuel filter supplied with the engine.	0	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	3	0
3114270	S	**High Efficiency Cooling System** Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 382/385 FEPTO: 1184 sq in, 389/387 HH: 1669 sq in, 348: 1000 sq in.	0	0
3211120	S	**Radial Seal, Dry Type Air Cleaner, Frontal** Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365040	S	**Exhaust Single RH Side Of Cab** DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard.	0	0
3381770	O	**Curved Tip Standpipe(s)**	43	0
3387870	S	**24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	0	0

Transmission & Equipment

4023210	O	**Fuller FRO11210C 10 Speed** 1150 Torque - Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake.	544	215
4210080	S	**1710 HD Driveline, Single Midship Bearing**	0	0
4256100	S	**Manual Shifter, Black**	0	0

Air & Trailer Equipment

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
4510750	S	**Bendix AD-IS Air Dryer with Heater** An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0	0
4540420	S	**Nylon Chassis Hose**	0	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
Tires & Wheels				
5069520	O	**FF: BR 16ply 11R22.5 R283 Ecopia** Diameter = 41.2 inches; SLR = 19.2 inches	206	10
5169520	O	**RR: BR 16ply 11R22.5 R283 Ecopia** Diameter = 41.2 inches; SLR = 19.2 inches	412	20
5190004	O	**Code-rear Tire Qty 04**	0	0
5210600	O	**FF: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, 2 Hand Holes	127	28
5310600	O	**RR: Accur Steel Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	254	56
5390004	O	**Code-rear Rim Qty 04**	0	0
Fuel Tanks				
5534040	O	**23In Aluminum 50 Gallon Fuel Tank LH U/C** Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	108	0
5602050	O	**Location LH U/C 50 Gallon**	0	0
5652890	O	**DEF Tank Mounted LH BOC** Models 210, 220 and 320 mounted LH cab fender.	0	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0	0
5655019	S	**DEF Tank Small**	0	0
Battery Box & Bumper				
6010390	O	**Omit Std Battery Box** (For use with passenger seat/in-cab battery box codes only)	0	-45
6040550	S	**Aftertreatment RH U/C Alum Non-Slip Cab Entry** Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
6121190	O	**Steel Styled Aero Bumper Painted Black** Two Tow Pins	0	0
Cab & Equipment				
6510110	S	**Alum Cab 108in BBC Metton Hood w/Bright Crown** Includes view window RH door and convex mirror over RH door.	0	0
6540120	O	**Severe Service Cab Package #1** Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.	67	39
6540160	O	**Thermal Insulation Package in Cab** Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	17	2
6911700	S	**Peterbilt UltraRide Driver Seat**	0	0
6921700	S	**Peterbilt UltraRide Passenger Seat**	0	0
6939070	O	**Mounted On In-Cab Battery Box** For use with non-air passenger seats only.	834	39
6939400	S	**Air Ride Driver**	0	0
6939420	S	**High Back Driver**	0	0
6939470	S	**Vinyl Driver**	0	0
6939520	S	**High Back Passenger**	0	5
6939570	S	**Vinyl Passenger**	0	0
7000015	S	**Adjustable Steering Column – Tilt Only**	0	0
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	**Interior Grey/Black** Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0	0
7210430	O	**Extended Rear Window ipo Std Window-Day Cab** The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.	68	0
7210540	S	**Day Cab Rear Window**	0	0
7230060	S	**One Piece Curved Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0

2819

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
7330700	O	**Peterbilt Comfort Control - Cab**	21	6
7410040	O	**Outside Sunvisor - Stainless Steel**	126	4
7561180	O	**Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable** Bright Finish with Convex	531	4
7564110	O	**Power Package** Includes power door locks and power windows.	291	0
7610470	O	**(1) Air Horn 24.5in Chrome - Round w/Horn Shield**	219	8
7725710	O	**Standard Speaker Package For Cab** (2) Speakers	39	4
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	323	10
7788140	O	**Radio Antenna Mounted on LH Mirror Bracket**	40	0
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0	0
7851780	O	**CabMate Cab Air Suspension** Mfg by Link. The class 8 conventionals (except Model 348) includes (2) airbags, (2) shock absorbers, (1) leveling valve, radius rod, and height limiter. The Models 330, 337, and 348 includes (1) airbag and (1) shock absorber.	766	15
7900090	O	**Triangle Reflector Kit Shipped Loose**	17	13
7900270	O	**5 lb 3A:40bc Fire Extinguisher Cab Mounted**	84	8
7901130	O	**Backup Alarm (107dB)**	56	3
8021380	S	**Air Restriction Indicator** Mounted on air cleaner or intake piping.	0	0
8032420	O	**Buzzer On Air Suspension Dump Valve** Requires dash mounted dump valve (1922260)	10	0
8071870	S	**Main Instrumentation Panel w/Graphics Display** Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8111110	S	**Headlights Composite Fender Mounted** Integral Park, Turn, and Side Marker	0	0
8120980	S	**(5) Marker Lights, Aero LED** Light Emitting Diodes	0	0
8133960	O	**Daytime Running Lights** (Required on Canadian units)	76	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

Data	Code	Description	$ List	Weight
Paint				
8500710	O	**Standard Paint Color Selection**	0	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood**	159	0
		Base Coat/Clear Coat		
		N85020 A - L0006EB WHITE - Stand		
		N85400 HOOD TOP L0006EB WHITE - Stand		
		N85500 CAB ROOF L0006EB WHITE - Stand		
		N85200 FRAME N0001EA BLACK		
		N85700 BUMPER N0001EA BLACK		
		N85300 FENDER L0006EB WHITE - Stand		
Options Not Subject To Discount				
9408905	O	**Medium Duty Emissions Surcharge**	7,000	0
Miscellaneous				
9409960	O	**Presentation Created Using Featured Spec** For Model	0	0

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	4/1/2015 11:34:19 AM	*Complete*	Model Number:	Model 348
Effective Date:	Jul 1, 2014		Quote/DTPO/CO:	Q73304467
Prepared by:	Administrator		Version Number:	29.21

RECEIVED
By Oscar Garza at 11:44 am, Apr 07, 2015

COOPER EQUIPMENT CO

EQUIPMENT COMPANY

17474 Judson Rd. San Antonio, Tx. 78247
Phone: (210) 657-5151 Fax: (210) 657-5871

March 30, 2015

Joe Gonzalez
Rush Truck Center
Pharr,TX

BuyBoard

Contract no: 424-13

Etnyre Distributor BuyBoard Quoatation

1 New Etnyre Centennial distributor, 2,000 gal., with all standard equipment, including 1 ft. cab controls, BT-1 computer, ASME tank, 400 gpm pump...	$	84,000.00
4" dial thermometer...	$	150.00
Power wash-down system...	$	600.00
4' of 1' bar extentions (16' total)...	$	2,000.00
4' provisions (future 20' max width)...	$	680.00
PTO off Flywheel...	$	650.00
High output asphalt pump drive...	$	1,925.00
Dual LPG Burners with frame mounted tank...	$	10.00
Texas railroad commission specs for LPG system...	$	900.00
Cone type strainer...	$	110.00
Wet storage box...	$	300.00
12' x 3" hose...	$	400.00
Bar circulate override switch...	$	100.00
Total List Price...	$	91,825.00
BuyBoad Discount...	$	(6,427.75)
Etnyre Body Cash Total...	$	85,397.25
Drive-away Freight/PDI/Start-up assistance...	$	5,700.00
Total FOB Rush Truck Center...	$	91,097.25

Build date is approx. 6 months A.R.O

Chassis must be approved by Etnyre before ordered

Chassis must arrive approx. 2 weeks before build date

Signed: _____ Matt Cooper, District Manager

Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Cooper Equipment Company, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Cooper Equipment Company neither assumes nor authorizes any other person to assume

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Cooper Equipment Company
Address:	17474 Judson Road
	San Antonio, TX 78247
Phone Number:	(210) 657-5151
Email:	george_cooper@sbcglobal.net
Website:	http://www.coopereguip.com/
Federal ID:	74-1403310
Contact:	George Cooper
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	60
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
Contract Exceptions:	Different regions/states served for different brands. To maintain local dealer support for sal outside of Texas, we reserve the right to not transact with any out-of-state buyer whenever local dealer is uncooperative, though this has never happened.
Quote Reference Number:	424-13

REVIEWED
By Oscar Garza at 10:43 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Cooper Equipment Company[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	P
Cooper Equipment Company	Rigid Gooseneck Trailer, 70,000 lb. Load capacity	
Cooper Equipment Company	Rigid Gooseneck Trailer, 100,000 lb. Load capacity	
Cooper Equipment Company	Hydraulic Detachable Gooseneck Trailer, 70,000 lb. Load capacity	
Cooper Equipment Company	Hydraulic Detachable Gooseneck Trailer, 100,000 lb. Load capacity	
Cooper Equipment Company	9% Discount Off Etnyre - Transport pricelist for All Other Trailers	
Cooper Equipment Company	9% Discount Off Broce pricelist for Road Broom Equipment	
Cooper Equipment Company	8% Discount Off Etnyre pricelist for Asphalt Emulsion Tanks	
Cooper Equipment Company	8% Discount Off Etnyre pricelist (8% to 9% discount) for All Other Construction Equipment	
Cooper Equipment Company	8% Discount Off Etnyre - TMLB-17 pricelist for Live Bottom Truck Bodies, Accessories, and Attachments	
Cooper Equipment Company	8% Discount Off Etnyre - Falcon Live Bottom pricelist for Live Bottom Trailers, Etc.	
Cooper Equipment Company	8% Discount Off Cimline pricelist for Asphalt Distributors	
Cooper Equipment Company	7% Discount Off Schwarze pricelist for Road Broom Equipment	
Cooper Equipment Company	7% Discount Off Schwarze pricelist (7% to 8% discount) for Pothole Patchers	
Cooper Equipment Company	7% Discount Off Puckett pricelist (7% to 8% discount) for Asphalt Pavers	
Cooper Equipment Company	7% Discount Off Etnyre pricelist for Chip Spreaders	
Cooper Equipment Company	7% Discount Off Etnyre pricelist (7% to 8% discount) for Asphalt Distributors	

Extended Product Information

Reference Number: 424-13

Part Number: Catalog

Vendor Website: http://www.cooperequip.com/

Full Description: 7% Discount Off of Etnyre pricelist (7% to 8% discount) for Asphalt Distributo

Vendor	Description	P
Cooper Equipment Company	7% Discount Off Cooper pricelist for Construction Equipment Rental	
Cooper Equipment Company	7% Discount Off Carlson pricelist for Asphalt Pavers	
Cooper Equipment Company	5% Discount Off Bagela pricelist for Road Reclaiming Equipment	
Cooper Equipment Company	4% Discount Off Midland pricelist (4% to 6% discount) for Material Handlers	
Cooper Equipment Company	13% Discount Off Cimline pricelist for Melter Crack Sealers	
Cooper Equipment Company	10% Discount Off Cooper pricelist for Pre-Owned/ Reconditioned/ Retired Rental Construction Equipment	

Showing 1 to 22 of 22 entries

First Previ

Contact us 800-695-2919

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH	STROBE LIGHTS	RTC 0046	LITE BAR	$ 1,725
RUSH	SEALED GATE	RTC 0047	DUMP BODY	$ 863
RUSH	VIBRATOR	RTC 0048	DUMP BODY	$ 2,588
RUSH	SHOP LABOR	RTC 0049	MOUNTING [Per Hour]	$ 95.00
RUSH	DUMP PREP PACKAGE	RTC 0050	DUMP PREP PACKAGE	$ 3,393
RUSH	P.D.I SERVICE PACK	RTC 0051	P.D.I. SERVICE PACK	$ 1,236
RUSH	SHOP LABOR	RTC 0052	PAINTING [Per Hour]	$ 95.00
RUSH	BODY PREP	RTC 0053	BODY PREPARATION PACKAGE	$ 2,438
WARREN	WSC5519	RTC 0054	CLASS 20 8'-11' BODIES	$ 4,025
WARREN	U50-717	RTC 0055	CLASS50 8'-9'	$ 4,370
WARREN	U60-823	RTC 0056	CLASS 50 9'-10' BODIES	$ 4,485
WARREN	U70-824	RTC 0057	CLASS 70 12' BODIES	$ 4,485
WARREN	U110-8824	RTC 0058	CLASS 110 13'-14' BODIES	$ 6,095
RUSH	DEF,FUEL, & WASH	RTC 0059	FUELING	$ 950.00
WARREN	T-10-585	RTC 0060	CLASS 70 10' BODIES	$ 4,370
WARREN	T-10-6385	RTC 0061	CLASS 90 10' BODIES	$ 4,485
WARREN	VTLW-6397	RTC 0062	CLASS 100 12' BODIES	$ 4,600
WARREN	VTLW-63110	RTC 0063	CLASS 110 13-14' BODIES	$ 4,888
WARREN	VTLW-63126	RTC 0064	CLASS 120 15-16' BODIES	$ 4,888
WARREN	VTLW-63142	RTC 0065	CLASS 120 17-18' BODIES	$ 5,175
WARREN	VTLW-74135	RTC 0066	CLASS 120 16-17' BODIES	$ 5,175
WARREN	VTLW-74167	RTC 0067	CLASS 120 18-19' BODIES	$ 5,693
RUSH	HEADACHE RACK	RTC 0068	ALUMINUM CAB PROTECTOR	$ 2,013
RUSH	EPORTAL LISTING	RTC 0069	ANNUAL SERVICE PACKAGE	$ 460
RUSH	10'	RTC 0070	10'	$ 6,095
RUSH	12'	RTC 0071	12'	$ 6,095
RUSH	14'	RTC 0072	14'	$ 6,900
RUSH	16'	RTC 0073	16'	$ 7,360
RUSH	18'	RTC 0074	18'	$ 8,050
RUSH	20'	RTC 0075	20'	$ 8,280
RUSH	22'	RTC 0076	22'	$ 8,970
RUSH	24'	RTC 0077	24'	$ 9,660
RUSH	16' Reefer Body	RTC 0078	Body and cooling unit	$ 30,959
RUSH	20' Reefer Body	RTC 0079	Body and cooling unit	$ 32,308
RUSH	24' Reefer Body	RTC 0080	Body and cooling unit	$ 34,997
RUSH	HEATED FLOOR	RTC 0083	HEATED FLOOR	$ 3,450
RUSH	STAKE SIDES FOR FLAT BEDS [Per Foot]	RTC 0084	STAKE SIDES FOR FLAT BEDS [Per Foot]	$ 127
RUSH	SAFETY CAGE	RTC 0085	FOR HIGH LIFT	$ 3,766
RUSH	APPROACH LADDER	RTC 0086		$ 748
RUSH	LUBE TRUCK	RTC 0087	BASIC 1K TANK BODY	$ 62,000.00

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
PAC-MAC	PAC-MAC OPTION	RTC 0124	STOBE LIGHT ON OUTRIGGER	$ 518
RUSH	REFUSE BODY PREP PACKAGE	RTC 0125	REFUSE BODY PREP PACKAGE	$ 3,421
NATIONAL	500E	RTC 0126	WITH FLAT BED	$ 121,641
STELLAR	Stellar HookLift Single Axle	RTC 0127	Hook Lift	$ 40,250
STELLAR	Stellar Hooklift Tandem Axle	RTC 0128	Hook Lift	$ 56,925
DURALIFT	DuarLift	RTC 0129	Rolloff Hoist/ Hooklift	$ 59,800
PETERSON	TL3 Lightning Loaders	RTC 0130	Brush Loader w/Dump Body	$ 40,382
KLAM	CFK-390	RTC 0131	KLAM RETARDER	$ 11,730
KLAM	KA-240	RTC 0132	KLAM RETARDER	$ 10,523
RUSH	CREW CAB MODIFICATION	RTC 0133	CREW CAB MODIFICATIONS	$ 17,451
RUSH	12 VOLT REAR AIR CONDITIONING	RTC 0134	12 VOLT REAR AIR CONDITIONING	$ 2,013
RUSH	H.O. BOSTROM VOCATIONAL REAR BENCH	RTC 0135	H.O. BOSTROM VOCATIONAL REAR BENCH	$ 1,301
RUSH	BACK-UP CAMERA SYSTEM	RTC 0136	BACK-UP CAMERA SYSTEM	$ 2,270
RUSH	LINK CAB MATE CREW CAB AIR RIDE SYSTEM	RTC 0137	LINK CAB MATE CREW CAB AIR RIDE SYSTEM	$ 1,826
ANY/IF	FREIGHT FROM CREW CAB TO HOUSTON	RTC 0138	FREIGHT FROM CREW CAB TO HOUSTON	$ 2,875
SPITZER	LINCOLN AUTO LUBRICATION SYSTEM [BASIC SRA]	RTC 0139	LINCOLN AUTO LUBRICATION SYSTEM [BASIC SRA]	$ 4,313
SPITZER	LINCOLN AUTO LUBRICATION SYSTEM [BASIC TRA]	RTC 0140	LINCOLN AUTO LUBRICATION SYSTEM [BASIC TRA]	$ 5,463
RUSH	JONES BLAIR ACRYLITHANE HS2 UERTHANE ENA.	RTC 0141	JONES BLAIR ACRYLITHANE HS2 UERTHANE ENA.	$ 3,305
RUSH	SCISSOR LIFT, 16 FT WITH FLAT BED	RTC 0142	SCISSOR LIFT, 16 FT WITH FLAT BED	$ 52,066
RUSH	EXPANDED METAL CAGE MATERIAL	RTC 0143	EXPANDED METAL CAGE MATERIAL	$ 3,163
RUSH	SALT & SPREADER BODY	RTC 0144	SALT & SPREADER BODY	$ 43,959
RUSH	3,000 GALLON WATER BODY	RTC 0145	3,000 GALLON WATER BODY	$ 34,644
RUSH	4,000 GALLON WATER BODY	RTC 0146	4,000 GALLON WATER BODY	$ 51,021
RUSH	2,000 GALLON MAXIMIZER II DISTRIBUTOR BODY	RTC 0147	2,000 GALLON MAXIMIZER II DISTRIBUTOR BODY	$ 88,847
RUSH	FINANCE CHARGE FOR BODY MOUNT (for each 30 DAYS)	RTC 0148	FINANCE CHARGE FOR BODY MOUNT (for each 30 DAYS)	$ 1,294
RUSH	DROP FRAME CONFIGURATION	RTC 0149	DROP FRAME CONFIGURATION	$ 14,116
RUSH	SERVICE MANUAL ON LINE FIRST YEAR FEE	RTC 0150	2nd year on Each Year therafter	$ 430
RUSH	SEWER BODY PREP PACKAGE	RTC 0151	SEWER BODY PREP PACKAGE	$ 3,393
RUSH	SERVICE PACK [P.D.I]	RTC 0152	SERVICE PACK [P.D.I]	$ 1,236
RUSH	CHLORINE BODY WITH RUST INHIBTOR PAINT 12'	RTC 0153	CHLORINE BODY WITH RUST INHIBTOR PAINT 12'	$ 33,638
McNEILUS	*4 1/2 YD McNelus Standard Mixer*	RTC 0154	*4 1/2 YD McNelus Standard Mixer*	$ 37,913

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
Terex	TC65	RTC 1034	Non-Overcenter Material Handling Aerial Device- 70 ft working height	$ 124,165.00
Terex	C4045 TM	RTC 1035	Commander Center Mount Derrick with TM winch- Sheeve 45 ft	$ 126,298.75
Terex	C4045 PG	RTC 1036	Commander Center Mount Derrick with PG winch- Sheeve 45 ft	$ 125,422.50
Terex	C4047 TM	RTC 1037	Commander Center Mount Derrick with TM winch- Sheeve 47 ft	$ 129,090.00
Terex	C4047 PG	RTC 1038	Commander Center Mount Derrick with PG winch- Sheeve height 47'	$ 129,090.00
Terex	C4050 TM	RTC 1039	Commander Center Mount Derrick with TM winch- Sheeve height 50 ft	$ 138,856.25
Terex	C6054	RTC 1040	Commander Center Mount Derrick- Sheeve height 54 ft	$ 173,667.50
Terex	C6060	RTC 1041	Commander Center Mount Derrick- Sheeve height 60 ft	$ 173,667.50
Terex	General 65	RTC 1042	General Center Mount Derrick- Sheeve height 65 ft	$ 234,757.50
RUSH	REAR STEER APPLICATION	RTC 1043	REAR STEER FOR LOADER APPLICATION	$ 53,747.50
PAC-MAC	SHUTTLE LOADER	RTC 1044	SHUTTLE LOADER	$ 60,500.00
RUSH	CNG CONVERSION	RTC 1045	CUMMINS "L" only	$ 49,937.50
RUSH	FRAME CLEAN	RTC 1046	Clean Stock Frame for Body Install	$ 1,781.25
DICKSON	RUMBLER 6200	RTC 1047	Rumble Strip Machine	$ 244,375.00
MRL	PAINT STRIPER	RTC 1048	Paint Striper	$ 190,000.00
MRL	PAINT STRIPER	RTC 1049	Thermoplastic Paint Striper	$ 281,250.00
		RTC 1050	Sewer Unit	
Amthor	Septic Tank	RTC 1051	1250 Portable Restroom Tank	$ 32,990
Amthor	Septic Tank	RTC 1052	2000 Gallon Portable Restroom Tank	$ 34,990
Amthor	Septic Tank	RTC 1053	2500 Gallon Vacuum Tank	$ 34,950
Amthor	Septic Tank	RTC 1054	4000 Gallon Vacuum Tank	$ 39,990
Amthor	Propane Tank	RTC 1055	3499 Gallon Propane Tank	$ 55,950
CLS	Jetter Body	RTC 1056	2,000 Gallon Jetter Body	$ 81,500
VacCon		RTC 1057	Single Engine 11 CY Jetter/Blower w/ 80 gpm	$ 213,000
Rush	Ford Make Ready	RTC 1058	Dealer Prep / Make Ready	$ 200
Rush	Lot Insurance	RTC 1059	Lot Insurance	2% of sales price
Rush	Flooring	RTC 1060	Dealership Flooring	2% of sales price




1999
103-2120

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						
273	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	$95.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
274	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles	$ 0_/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 [illegible]ns 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: 179456546

ENTITY Rush Truck Centers Of Texas, Lp Status:Active

DUNS: 179456546 +4: CAGE Code: 74G17 DoDAAC:

Expiration Date: Apr 2, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4700 N CAGE BLVD
City: PHARR State/Province: TEXAS
ZIP Code: 78577-9694 Country: UNITED STATES

REVIEWED
By Oscar Garza at 9:18 am, Apr 10, 2015


995536

AI-49275 **Purchasing Department** **26. C. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to rescind action taken on CC 8/12/14 for the ranking of architectural services from the 2014 Pool of Architects, for the design and construction of a, "Countywide Mechanic Shop Project," as requested by current Pct 2 administration office.

B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

C. 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 architect services for Pct No.2 county wide mechanic shop.

	The Warren Group Architects	Mata & Garcia Architects, LLP	Negrete & Kolar Architects
score	96	93	94
ranking			

D. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm_____for professional architect services for Pct No.2 county wide shop.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Available balance as of 4-9-15 $3,000.00
Pct. will identify funding.

Attachments

county wide shop gride

Request by Pct 2 Office-Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	04/09/2015 01:22 PM
Budget & Management	Veronica Ortiz	04/09/2015 01:27 PM
Manuel Chapa	Manuel Chapa	04/09/2015 03:56 PM
Auditor's Office	Monica Badillo	04/10/2015 04:17 PM
Rocio Villarreal	Rocio Villarreal	04/10/2015 04:42 PM
Purchasing Department	Darlene Betancourt	04/10/2015 04:49 PM
Form Started By: Nielda Cavazos		Started On: 04/09/2015 01:12 PM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY PRECINCT NO 2

FOR

Architect Services

Pct No. 2 County Wide Mechanic Shop

Scoring & Evaluation GRID

Architect Services

Evaluator	The Warren Group Architects	Mata & Garcia Architects, LLP	Negrete & Kolar Architects
Score	96	93	94
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Grading and Selection of Architect for Countywide Mechanic Shop Project

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Apr 10, 2015 03:06 PM

Subject : Grading and Selection of Architect for Countywide Mechanic Shop Project 1 attachment

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Good morning Rocio,

As discussed this morning, in August of 2014 under the direction of Commissioner Hector Palacios, Precinct 2 graded and selected an architect for the Countywide Mechanic Shop Project. A proposal was never requested from the selected engineer nor was a contract negotiated.

Since then, Commissioner Cantu, coming into office on January 1, 2015 requested that since no work had been done that we re-select and grade 3 architects from the 2015 pool of architects for this project.

If you have any questions please let me know.

Thanks,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU



NEW Pct 2 Logo FINAL (1).png
41 KB

AI-49276 **Purchasing Department** **26. C. 2.**

CC - REGULAR

Meeting Date: 04/14/2015

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 architect services for Pct No.2 Palmer Pavilion Improvements.

	Sam Garcia Architect, LLP	Mata & Garcia Architects, LLP	Negrete & Kolar Architects, LLP
Score	96	93	94
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm_____for professional architect services for Pct No.2 Palmer Pavilion Improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Available balance as of 4-9-15 $3,000.00
Pct. will identify funding.

Attachments

Palmer Pavilion Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	04/09/2015 01:30 PM
Budget & Management	Veronica Ortiz	04/09/2015 01:34 PM
Manuel Chapa	Manuel Chapa	04/09/2015 03:56 PM

Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Nielda Cavazos		Started On: 04/09/2015 01:23 PM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY PRECINCT NO 2

FOR

Architect Services

Pct No. 2 Palmer Pavilion Improvements

Scoring & Evaluation GRID

Architect Services

Evaluator	Sam Garcia Architects, LLC	Mata & Garcia Architects, LLP	Negrete & Kolar Architects
Score	96	93	94
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-49317 **Purchasing Department** **26. C. 3.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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 Geotechnical Construction Materials Testing and Inspection Services for Road and Bridge, CIP, and other Projects in General," for Pct 2, and as approved for negotiations on CC 3/17/15;

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 4/10/15.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 04:49 PM
Budget & Management	Veronica Ortiz	04/10/2015 04:51 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 05:19 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Rocio Villarreal		Started On: 04/10/2015 03:40 PM
Final Approval Date: 04/10/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-125-04-14

THIS AGREEMENT is made effective the 14th day of April, 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 Geotechnical, Construction Materials Testing and Inspection 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 April 14, 2015 and will expire April 13, 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 Attention: County Judge 302 W University Drive Edinburg, Texas 78539
If to Engineer:	L&G Engineering Attention: Jacinto Garza, P.E. 2100 W. Expressway 83 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 1 - 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 Geotechnical & Construction Materials Testing 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 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		1. Soil Core Hole Drilling
___	___	a. Pavement (See Section 3, page 3-1 for requirements)
___	___	b. Retaining Walls (See Section 4, page 4-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)
___	___	d. Bridges (See Section 5, page 5-1 for requirements)

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(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 by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	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 Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) 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.
		2. Miscellaneous Structures
___	___	a. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). 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 (5 foot) intervals.
___	___	2. Foundation Analysis Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

___ ___ **CONSTRUCTION INSPECTION SERVICES:**

The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.

___ ___ **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 (08/10). 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 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

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.

CMT Reports and Inspection documentation shall be provided in PDF format.

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
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase:

1) Attend preliminary conferences with the COUNTY 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 design.
3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

B. Design Phase:

1) Attend the COUNTY'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 COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.
5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the COUNTY'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 COUNTY during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY 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 tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) 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 COUNTY within a reasonable time.

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 "C"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.55/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "C"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "C"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

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 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Co.	
	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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

Blanket additional insured is provided on General Liability and Automobile, as required by written contrract. Blanket waiver of subrogation is provided on General Liability, Automobile and Workers Compensation, as required by written contract,.

CERTIFICATE HOLDER

Insureds Copy
Issued for Informational Purposes Only

,

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>

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2014

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:	
Ruby Casas(194237A) 702 N Closner Blvd Edinburg TX 78541-2548	PHONE (A/C, No, Ext): 956-383-8141	FAX (A/C, No):
	E-MAIL ADDRESS: rcasas@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L&G CONSULTING ENGINEERS, INC. 2100 W Expressway 83 Mercedes TX 78570	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			605850941	07/19/2014	07/19/2015	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Information Purposes Only

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AI-49177 **Purchasing Department** **26. D. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Veteran Boulevard (SH495)Abram Rd. East to La Homa Rd." for Pct. 3.

EVALUATION	L&G ENGINEERS	SAMES ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
SCORING	99	92	90
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Veteran Boulevard (SH495)Abram Rd. East to La Homa Rd." for Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-107-0-721

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

BUDGETARY IMPACT:

Funds available as of 4/9/15.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/07/2015 01:25 PM
Budget & Management	Veronica Ortiz	04/07/2015 01:28 PM
Glinda Pacheco	Glinda Pacheco	04/09/2015 10:20 AM

Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Rocio Villarreal		Started On: 04/02/2015 04:16 PM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY PRECINCT NO 3

FOR

Veterans Blvd.(SH495)Abram Rd.

East to La Homa Rd.

Scoring & Evaluation GRID

Total Scores	L&G ENGINEERING	SAMES ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
Evaluator 1	99	92	90
Average	99	92	90
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-49143 **Purchasing Department** **26. E. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of ***Interlocal Cooperation Agreement*** between ***Hidalgo County*** and ***City of McAllen, Texas*** in connection to "job specific" project: ***FM 2220 (Ware Road Project) from Mile 5 to FM1925;***

b. In accordance with Section 791.014 of the Texas Government Code, requesting approval of a proposed project, County of Hidalgo and City of McAllen, Texas desires to implement Phase I of that certain project to improve (Ware Road from 5 Mile Line Northward to FM1925) as defined and mutually agreed through an Interlocal Cooperation Agreement.

BACKGROUND

ILA-County & City of McCallen, Tx --FM2220 (Ware Road) - Mi 5 to FM 1925

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-124-157-0-721

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

BUDGETARY IMPACT:

Funding approved by CC on 03/31/15 (AI-49038).

Attachments

Interlocal Agreement

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/02/2015 11:51 AM
Budget & Management	Veronica Ortiz	04/02/2015 01:46 PM
Glinda Pacheco	Glinda Pacheco	04/07/2015 10:09 AM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Letty Saenz		Started On: 03/31/2015 03:09 PM
Final Approval Date: 04/10/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF McALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 2220 WARE ROAD FROM MILE 5 TO FM 1925

This Agreement is made on this the 9th day of March, 2015 by and between the City of McAllen, 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:

W I T N E S S E T H:

WHEREAS, the City, the Texas Department of Transportation and the County, through Precinct No. 4 desire to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project");

WHEREAS, the City, the Texas Department of Transportation and the County, desire to widen the existing Road from a two lane rural section to a six lane, limited access urban section (the "Project");

WHEREAS, the City and the County desire to cooperate in making needed transportation improvements to FM 2220 Ware Road from Mile 5 to FM 1925 as outlined in Exhibit B;

WHEREAS, the City and the 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;

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, County and City desire to implement Phase 1 of the Project consisting of engineering, public involvement, environmental and schematics ("Phase I");

WHEREAS, Phase 1 project development cost is estimated to be $1,309,660.00 (see attached Exhibit A) of which the County will contribute an estimated amount of $ 654,830.00;

WHEREAS, City desires to cooperate by contributing fixed lump sum amount of $654,830.00 to the County for the development of Phase 1;

WHEREAS, the City and the County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Section 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. County will act as lead agency to complete Phase 1 and intends to enter in an Advance Funding Agreement with the Texas Department of Transportation for environmental, schematic, right of way map and right of way services, and also intends to enter into an Advance Funding Agreement with Texas Department of Transportation, for the purpose of the right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project. Following completion of the Phase 1 of the Project the County will have no further obligations with respect to the Project unless County approves and executes further agreements.

2. If construction of the Project commences City will be responsible for relocation of any City owned non-compensable utilities.

3. City shall pay County as its contribution for Phase 1 of the Project the sum of $654,830.00 at time of execution of this Agreement.

4. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.

5. Pursuant to Tex. Trans. Code 251.012, the City authorizes the County to perform the work and services described herein within its corporate city limits.

6. The County agrees it is in its best interest to provide such assistance of the City as described herein, as such Road serves as a connecting link and integral part of the County road system.

7. The County has determined that the County will receive benefit from the Project.

8. **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 and 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 provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **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 or succeeding breach of the same or any other provision hereof.

10. **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 City and County, and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of The State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 McAllen:	City of McAllen Attention: James E. Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501
With copy to	City of McAllen Attention: Roy Rodriguez, City Manager 1300 Houston Avenue McAllen, Texas 78501
If to County:	County of Hidalgo

Attention: County Judge Ramon Garcia
302 W. University Drive
Edinburg, Texas 78539

With copy to: Commissioner Joseph Palacios, Precinct No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in The manner described shall be deemed sufficiently given for all purpose at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by 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 City and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient

funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

_____
Annette Villarreal, City Secretary

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 with the City of McAllen, Texas, and the County, through Precinct No. 4. The City of McAllen, Texas and the County of Hidalgo desire to implement Phase 1 of that certain project to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

EXHIBIT "A"
ESTIMATED PRELIMINARY PROJECT COSTS
WARE ROAD ROJECT

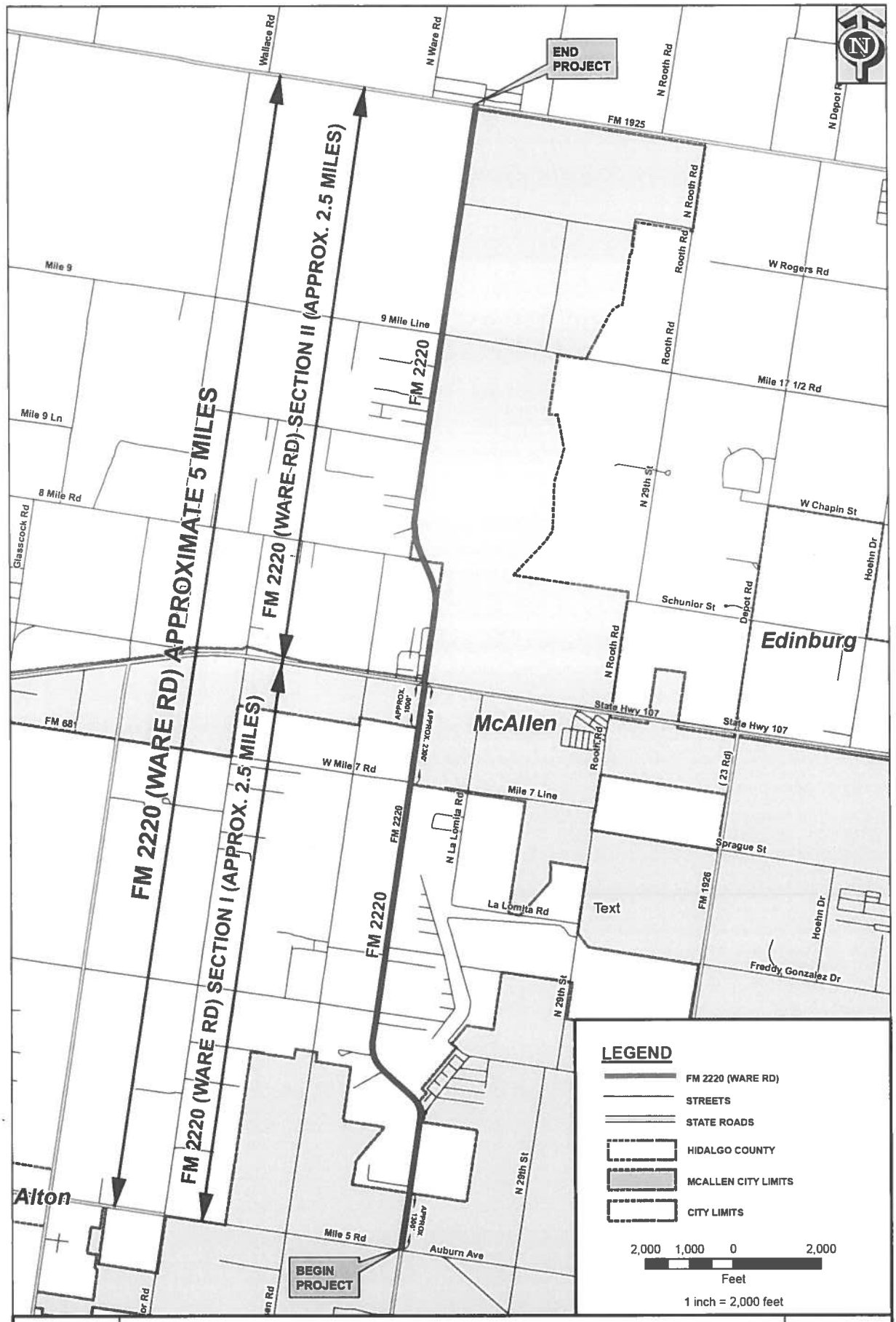
ROADWAY PROJECT:	**FM 2220 (WARE ROAD)**
TOTAL ROADWAY PROJECT LIMITS: ..... From Mile 5 to FM 1925	4.94 MILES
ROADWAY CONSTRUCTION PROJECT LIMITS:	
LIMITS: .....(SECTION I - FROM MILE 5 TO SH 107).....	2.5 MILES
LIMITS: .....(SECTION II - FROM SH 107 TO FM 1925)	2.5 MILES
EXISTING ROADWAY SECTION:	VARIABLE 2-LANE ROADWAY
EXISTING ROW WIDTH:	80' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided
PROPOSED ROW WIDTH: SECTION	Minimum 120-FT
ESTIMATED CONSTRUCTION COST ...(SECTION 1)(ROADWAY and IRRIG SIPHON).....	$11,900,000.00
ESTIMATED CONSTRUCTION COST ...(SECTION 2) (ROADWAY).....	$11,250,000.00

ESTIMATED PROJECT COSTS	*% LOCAL COST*	*TOTAL*	*HIDALGO COUNTY*	*CITY OF MCALLEN*
WORK AUTHORIZATION NO. 1 for Entire Length of Roadway SECTIONS 1 & 2 (See Attached Map)				
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN				
Environmental Document with TxDOT	100%	$ 183,600.00	$ 91,800.00	$ 91,800.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 81,600.00	$ 40,800.00	$ 40,800.00
Archeological and Historical Research	100%	$ 65,000.00	$ 32,500.00	$ 32,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 15,750.00	$ 15,750.00
Schematic for Roadwa	100%	$ 333,360.00	$ 166,680.00	$ 166,680.00
Schematic for Outfalls (2 total)	100%	$ 90,000.00	$ 45,000.00	$ 45,000.00
Hydrological Map for 5 Miles - 2 Outfall Drain Ditches (outfall capacities etc)	100%	$ 108,000.00	$ 54,000.00	$ 54,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist #1 Approval	100%	$ 135,000.00	$ 67,500.00	$ 67,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 40,000.00	$ 40,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 21,000.00	$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 27,000.00	$ 27,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/	100%	$ 30,000.00	$ 15,000.00	$ 15,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 45,000.00	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 30,600.00	$ 15,300.00	$ 15,300.00
SUB-TOTAL (SECTION 1 & 2)		**$ 1,309,660.00**	**$ 654,830.00**	**$ 654,830.00**
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE II - PS&E and CONSTRUCTION OVERSIGHT				
Field Surveys for Design and Construction	0%	$ 137,500.00	$ -	
PS&E Development Roadway (7.5% Engineering Fee)	0%	$ 892,500.00	$ -	
PS&E Design for New Bridge/Siphon at Irrig. Canal on Skew	0%	$ 144,000.00	$ -	
Geotechnical Soil Information and Scour Report for Bridge for TXDOT	0%	$ 60,000.00	$ -	
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	0%	$ 66,000.00	$ -	
Bridge Layout for approval by TxDOT(Bridge Division and FHWA)	0%	$ 72,000.00	$ -	
PS&E Development for OUTFALL	0%	$ 90,000.00	$ -	
Permitted Utilities Coordination to adjust	0%	$ 144,000.00	$ -	
ROADWAY & BRIDGE CONSTRUCTION COST	0%	$ 11,900,000.00	$ -	
TxDOT Construction Inspection (11%)	0%	$ 1,309,000.00	$ -	
Eng Consultant Construction Management (18 Months)	0%	$ 113,400.00	$ -	
Direct State cost for Preliminary Engineering oversight	0%	$ -	$ -	
SUB-TOTAL (SECTION 1)		**$ 14,928,400.00**	**$ -**	**$ -**
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE III - ROW Acquisition				
Complete ROW Map (Estimated 73 Parcels)	100%	$ 306,600.00	$ 153,300.00	$ 153,300.00
Right-of-Way Costs - Acq Services @ (est. 73 Parcels @ $13,800/Parcel Avg.)	100%	$ 1,007,400.00	$ 503,700.00	$ 503,700.00
Est. County Attorney Cost for Condemnation ($15,000/Parcel based on 20% total of parcels)	100%	$ 219,000.00	$ 109,500.00	$ 109,500.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 216,000.00	$ 108,000.00	$ 108,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 12.36 AC @ $6.5/ sq ft)	1.70%	$ 3,499,610.40	$ 29,746.69	$ 29,746.69
Relocations (Homes or Businesses) (Estimate 2 at $450,000and a shed at $80,000)	1.70%	$ 980,000.00	$ 8,330.00	$ 8,330.00
COMPENSABLE UTILITY COSTS (2-HP Gas Lines plus 400-lf of irrigation line plus unknown utilities)	1.70%	$ 500,000.00	$ 4,250.00	$ 4,250.00
SUB-TOTAL (SECTION 1)		**$ 6,728,610.40**	**$ 916,826.69**	**$ 916,826.69**
ESTIMATED TOTAL		**$ 22,966,670.40**	**$ 1,571,656.69**	**$ 1,571,656.69**

Work Authorization No. 1 Phase I	FY 15	$ 1,229,660.00	NOT ISSUED
Work Authorization No. 2 Phase II	FY 16	N/A	BY TXDOT
Work Authorization No. 3 Phase III	FY 17	$ 1,530,000.00	NOT ISSUED
State Estimated Cost			
Local Estimated Cost			

TOTAL ESTIMATED COUNTY COST:	$ 1,571,656.69	6.84%
TOTAL ESTIMATED PROJECT COST:	$ 22,966,670.40	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	$ 191,826.69	

1/23/2015



FM 2220 (WARE RD) LOCATION MAP

SECTION I FROM AUBURN AVE (MILE 5) TO SH 107
APPROX. PROJECT LENGTH 2.5 MILES
SECTION II FROM SH107 TO FM 1925
APPROX. PROJECT LENGTH 2.5 MILES

THE COUNTY OF HIDALGO TEXAS

City of McAllen

Document Path: G:\GIS\PROJECTS\HIDALGO\WARE RD SH107 TO FM 1925\WARE ROAD LOCATION 11X17 10-14-13.mxd

City of McAllen

Mayor James "Jim" Darling
Mayor Pro-Tem/Commissioner Hilda Salinas
Mayor Pro-Tem/Commissioner Aida Ramirez

Commissioner Scott C. Crane
Commissioner Trey Pebley
Commissioner John J. Ingram
Commissioner Veronica Vela Whitacre

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, MARCH 9, 2015 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN, TEXAS 78501

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Jim Darling
PLEDGE OF ALLEGIANCE - Mayor Jim Darling
INVOCATION - Mayor Pro Tem Hilda Salinas
PROCLAMATION - *American Red Cross Month - Iris Martinez Juergens*

1. PUBLIC HEARING:

A) ROUTINE ITEMS: (*All Rezonings and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)*

1. Rezone from C-1 (office building) District to C-3 (general business) District: Lots 4, 5, & 6, Lazy-A-Ranch Addition, Hidalgo County, Texas; 1313, 1311, and 1309 North 24th Street.

2. Rezone from C-2 (neighborhood commercial) District to C-3 (general business) District: Lot 1, Carwash Subdivision, Hidalgo County, Texas; 1008 North Ware Road.

3. Rezone from C-3 (general business) District to R-3A (multifamily residential apartments) District: 0.85 acres out of Lot 3, Block 11, Steele and Pershing Subdivision, Hidalgo County, Texas; 200 East Pecan Boulevard.

4. Rezone from R-2 (duplex-fourplex residential) District to R-1 (single family residential) District: 69.03 acres out of Lots 14, 15, 16, and 17, Section 234, Texas-

Mexican Railroad Company Survey, Hidalgo County, Texas; 12712 North Ware Road.

5. Rezone from R-3A (multifamily residential apartments) District to R-1 (single family residential) District: 14.91 acres out of Lots 13, 14, 17, & 18, Section 234, Texas-Mexican Railroad Company Survey, Hidalgo County, Texas; 12900 North Ware Road.

6. Request of Caribe Investments, LP, appealing the decision of the Planning & Zoning Commission of the February 17, 2015 meeting, denying a Conditional Use Permit, for one year, for a bar at Lot 3, Lone Star National Bank Subdivision, Hidalgo County, Texas; 500 Nolana Avenue.

B) CONDITIONAL USE PERMITS:

1. Request of Provident Realty Advisors, Inc, for a Conditional Use Permit, for life of the use, for a planned unit development, at the 13.661 acres coming out of Lots 9 and 16 in the northwest quarter (¼) of Section 7, Hidalgo Canal Company's Subdivision, Hidalgo County, Texas; 1300 South 10th Street. **TABLED**

2. Request of Rancho Quinta Luz, appealing the decision of the Planning & Zoning Commission of the February 3, 2015 meeting, denying a Conditional Use Permit, for one year, for an event center at the 3.25 acres out of Lot 6, Block 2, C.E. Hammond Subdivision, Hidalgo County, Texas; 4300 Pecan Boulevard. **TABLED**

3. Request of Felipe Garcia, appealing the decision of the Planning & Zoning Commission of the February 17, 2015 meeting, denying a Conditional Use Permit, for one year, for a home occupation (office) at Lot 5, Block 3, Thayer's Subdivision, Hidalgo County, Texas; 1110 South McColl Road.

C) Amending the Zoning Ordinance of the City of McAllen as enacted May 29, 1979.

END OF PUBLIC HEARING

2. CONSENT AGENDA: *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

A) Approval of minutes for Workshop and Regular Meeting held February 23, 2015.

B) Memorandum of Agreement with Federal Aviation Administration regarding Air Traffic Control Tower Land Site.

C) Consider approval of Tax Refunds over $500 for North Trenton LTD.

D) Report on New Fund; PEG Fee Fund.

E) Consider approval of Change Order No. 2 for Repaving Improvements for 2nd Street at Pecan Boulevard & McColl Road at Pecan Boulevard.

F) Consider approval of an amendment to Change Order No. 3 for Bicentennial Boulevard and 2nd Street Hike and Bike Trail Resurfacing.

G) Ordinance providing for a budget amendment for the Trinity Methodist Church Parking Lot Renovations and Landscaping.

H) Resolution authorizing the submission of a grant application under the Fiscal Year 2015 H-E-B Community Investment Grant Program for Quinta Mazatlan Ebony Grove.

I) Resolution authorizing the amendment of the Friends of Quinta Mazatlan Bylaws.

3. BIDS/CONTRACTS:

A) Consideration of Lease Amendment No. 1 with the U.S. Department of Homeland Security, Customs and Border Protection for ramp improvements at McAllen-Miller International Airport.

B) Consideration of an Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas for FM 2220 (Ware Road) from Mile 5 to FM 1925.

C) Consideration of Change Order No. 2 for the McAllen Performing Arts Center.

D) Discussion and Possible Action on the selection of an architectural firm for the McAllen Baseball Complex.

E) Consideration of Change Order No. 1 providing for an increase to Purchase Order No. 0050059 for the Convention Center Fountain Pump Room Emergency Repairs.

F) Consideration and possible adoption of the Project and Finance Plan for the Tax Increment Reinvestment Zone Number One.

G) Consideration and possible adoption of the Development Agreement with the McAllen Tax Increment Reinvestment Zone Number One and Rhodes Enterprises, Inc.

H) Consideration and possible adoption of an Interlocal Agreement for the McAllen Tax Increment Reinvestment Zone Number One with Hidalgo County.

4. ORDINANCES:

A) Consideration and approval a budget amendment for several Development Corporation projects approved by Development Corporation Board on March 2, 2015.

5. VARIANCES:

A) Request for a variance to the Subdivision Process requirement at the west 2.215 acres of the east 4.43 acres of the north 9.43 acres of land out of Lot 56-1, West Addition to Sharyland Subdivision.

6. MANAGER'S REPORT:

A) Discussion and Possible Action regarding Advanced Chiropractic Network & Airrosti.

B) Consideration of the acceptance of a Certification of Unopposed Candidates for certain races on the May 9, 2015 General City Election and issuance of an Order of Cancellation for same races. *Presentación y aceptación de una Certificación de Candidatos Únicos para ciertos puestos o cargos, para la Elección General de la Ciudad del 9 de Mayo de 2015 y aprobación de una Orden de Cancelación para los mismos puestos.*

C) Future Agenda Items.

7. TABLED ITEM(S):

A) Consider authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the Hidalgo County Regional Mobility Authority and City of McAllen for planned improvements to infrastructure within the proposed South Bentsen Industrial Park Subdivision.

PUBLIC COMMENT SESSION

8. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

A) Consultation with City Attorney regarding legal issues related to Cause No. C-0514-15-B; Dr. Robert C. Brace vs. City of McAllen. (Section 551.071, T.G.C.)

B) Consultation with City Attorney regarding Professional Services Contract (Performing Arts Center). (Section 551.071, T.G.C.)

C) Consultation with City Attorney regarding legal issues related to the Civic Center Re-development. (Section 551.071, T.G.C.)

D) Consideration of Economic Development Matters. (Section 551.087, T.G.C.)

E) Discussion and Possible Lease, Sale or Purchase of Real Property; Tract 1, Tract 2, Tract 3, Tract 4 and Tract 5. (Section 551.072, T.G.C.)

9. MAYOR'S REPORT:

A) Report on State of the City Address.

B) Discussion regarding safety in Mexico.

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on March 6, 2015 at 2:00 P.M. and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/
Annette Villarreal, TRMC/CMC, CPM
City Secretary

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Interlocal Agreement (AI-49143)

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Apr 08, 2015 11:51 AM

Subject : Fwd: Interlocal Agreement (AI-49143) 1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Rolando Garcia <rolando.garcia@co.hidalgo.tx.us>,
Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>,
Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>

Please see Mr. Crain's response, thank you!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, April 8, 2015 11:42:54 AM
Subject: RE: Interlocal Agreement (AI-49143)

Correct.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, April 08, 2015 11:03 AM
To: Steve Crain
Subject: Re: Interlocal Agreement (AI-49143)
Importance: High

Just to clarify there is no need to change the agreement correct?

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905

maria.lucio@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Wednesday, April 8, 2015 10:40:03 AM
Subject: RE: Interlocal Agreement (AI-49143)

The date of the agreement is the date the City approved the interlocal.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, April 08, 2015 10:25 AM
To: Steve Crain
Cc: Marcos Lopez; Rolando Garcia; Glinda Pacheco; Leticia H. Saenz
Subject: Fwd: Interlocal Agreement (AI-49143)
Importance: High

Good Morning Mr. Crain,

We submitted the following ILA for approval at CC on 3/31/15, however our Auditors had a concern with the agenda item and we took no action. (See attachment)

The concern now is the date that is reflected on the ILA shows March 9th, 2015, which is the date that the City of McAllen approved the ILA.
Could you please advise and/or revise the language on the first paragraph of the ILA to add a line to reflect County's date of CC approval, or clarify if this should not be a concern for our Auditor.

Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Rolando Garcia" <rolando.garcia@co.hidalgo.tx.us>, "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>, "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>
Sent: Tuesday, April 7, 2015 5:06:49 PM
Subject: Re: Interlocal Agreement (AI-49143)

Ms. Lulu-

Per our discussion, lets have legal review and advise and/or revise the language on the first paragraph of the ILA to add a line to reflect County's date of CC approval. I really do not see the issue since the ILA Project Agreement will have our CC date of approval.

Let me know what legal advises.

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: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Rolando Garcia" <rolando.garcia@co.hidalgo.tx.us>
Cc: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>, "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, April 7, 2015 4:51:42 PM
Subject: Re: Interlocal Agreement (AI-49143)

Good Afternoon Rolando,

The original Interlocal was dropped off to Purchasing two weeks ago, as for the date the City of McAllen passed the Interlocal on this date and for that reason they filled it out (as per Marcos this could be clarified in court if need be). In regards to invoicing the City of McAllen, yes we would be invoicing the City at the time of execution of the agreement as per the Interlocal.

Should you have any further questions please let me know. Thank you, have a great afternoon!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Rolando Garcia" <rolando.garcia@co.hidalgo.tx.us>
To: "Lulu Lucio" <maria.lucio@co.hidalgo.tx.us>

Cc: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
Sent: Tuesday, April 7, 2015 4:22:03 PM
Subject: Interlocal Agreement (AI-49143)

Lulu,

On the last CC, Letty from purchasing placed an item for you all for FM 2220 ICA w/ City of McAllen, but it had a couple of concerns and was not actioned.

Now it's on for 4/14/15:

Question: Who has the original ICA? Also, the date would need to be changed on the original to state April 14, 2015.

Also, will your precinct be invoicing the City for the amount due?

Please advise.

Thank You.

Rolando Garcia Jr.
Planning Analyst III
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, Texas
956-292-7025 (ext. 5413)
956-292-7035 fax



image001.gif
343 B

AI-49123 **Purchasing Department** **26. F. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Requesting authorization and approval to purchase **Two (2) New or Newer 2015 Ford PI Utility** vehicles through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **$52,887.40** which includes delivery and a one time Buyboard fee of $400.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-293-017-0-752

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

BUDGETARY IMPACT:

Funds available through Req#00274735.

Attachments

2-Ford PI Utility

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/07/2015 01:19 PM
Budget & Management	Veronica Ortiz	04/07/2015 01:27 PM
Glinda Pacheco	Glinda Pacheco	04/09/2015 10:36 AM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Oscar Garza		Started On: 03/27/2015 02:58 PM
Final Approval Date: 04/10/2015		

CONSTABLE PCT #3

(2) 2015 FORD PI UTILITY (UNIT #308-311)

Vendor Contract Information

Back

Search:

REVIEWED
By Oscar Garza at 11:14 am, Mar 17, 2015

FINAL

APPROVED
By Rudy Salinas at 9:22 am, Mar 18, 2015

- 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 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. 43 fees as explained below, all vehicle fees (i.e. pre- deliver inspe Texas inspection, manufacturer destination fees, etc.) charged contract are included in the awarded vehicle base price(s). Veh price(s) are not allowed and should not appear on the awarded offered for purchase under the contract. The Cooperative servi is not included in the base pricing. Only those vendors whose a BuyBoard on a per mile basis may charge a vehicle delivery fe been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	25% restocking fee during first 30 days.

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

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#3 — **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:** Wednesday, March 11, 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		ARIZONA BEIGE EXTERIOR	
86P	HEADLAMP PREP	$ 117.50		2015 FORD UTILITY POLICE INTERC	
55B	BLIND SPOT MONITORING	$ 512.30		3.7L V6 / AUTO TRANS	
76R	REVERSE SENSING	$ 258.50		RUBBER FLOORS FRT/REAR AIR	
17A	REAR AIR CONDITIONING	$ 573.40		PW& L , CRUISE, CLTH/VINYL	
595	KEYLESS ENTRY	$ 244.40			
21B	REAR CAMERA DISPLAYED	INC			
	IN 4" MONITOR IN CENTER STACK				

Total of B. Published Options: $ 1,908.20

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
ORDERED UNIT AUG/SEPT 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: 434 miles x $1.75 per mile	$ 759.50
K.	Subtotal:	$ 26,243.70
L.	Quantity Ordered 2 x K =	$ 52,487.40
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$ 400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 52,887.40

BuyBoard Cooperative Purchasing

CONSTABLE PCT #3

(2) 2015 FORD PI UTILITY (UNIT- 308-311)

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
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 CMAX 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.)

RVS

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

CNGP530 VEHICLE ORDER CONFIRMATION 03/11/15 17:38:40

==> Dealer: F52089

2016 EXPLORER 4-DOOR Page: 1 of 1

Order No: 1111 Priority: E4 Ord FIN: QS093 Order Type: 5B Price Level: 615

Ord Code: 500A Cust/Flt Name: HIDALGO CO PO Number:

		RETAIL
K8A	4DR AWD POLICE	$30620
	.112.6" WB	
E3	ARIZONA BEIGE	
9	CLTH BKTS/VNL R	
W	EBONY INTERIOR	
500A	EQUIP GRP	
	.PREM SINGLE CD	
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
55B	BLIND SPOT MNTR	545
595	KEYLESS W/O PAD	260
76R	REVERSE SENSING	275

		RETAIL
86P	FRT LMP HOUSING	$125
	FLEX FUEL	
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	895
TOTAL	BASE AND OPTIONS	33545
TOTAL		33545

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 QC02549

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 City: SILSBEE ZIP Code: 77656-7190		State/Province: TEXAS Country: UNITED STATES

REVIEWED
By Oscar Garza at 11:27 am, Mar 17, 2015

AI-49221 **Purchasing Department** **26. F. 2.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Joe Espinoza, CONSTABLE PCT. #1

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1
Requesting authorization and approval to purchase One (1) 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 **$29,430.00** which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-151-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:

Funds available as of 4/10/15.

Attachments

Chev 1500 4x4 Crewcab

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 01:40 PM
Budget & Management	Veronica Ortiz	04/10/2015 01:52 PM
Glinda Pacheco	Glinda Pacheco	04/10/2015 03:25 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Oscar Garza		Started On: 04/08/2015 10:16 AM
Final Approval Date: 04/10/2015		

CONSTABLE PCT #1
(1) 2015 CHEVROLET 1500 CREWCAB 4X4

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 & 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 4:32 pm, Apr 07, 2015

FINAL

APPROVED
By Rudy Salinas at 11:05 am, Apr 10, 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:** 7-Apr-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 at 2.85 per mile $ 1,000.00

F. Total of A + B + C + D + E = F $ 29,030.00

G. Quantity Ordered 1 x F = $ 29,030.00

H. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE $ 29,430.00

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
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

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
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

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
©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 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 City: Caldwell ZIP Code: 77836-4512	State/Province: TEXAS Country: UNITED STATES	

REVIEWED
By Oscar Garza at 4:40 pm, Apr 07, 2015

AI-49165 **Purchasing Department** **26. G. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of amendment to sole source declaration with "PJ Technologies, Inc." previously approved on 11/13/2007-AI#6410 "to reflect name change by vendor to "Goverlan, Inc." for purchases of all future upgrades, software, maintenance-support, on-line legal research services and any other related services with said declaration to remain in effect unless revoked by HCCC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Funds available through Req#00273634.

Attachments

Requisition
Quote
2007 AI-6410
Vendor's Merged Letter
Sole Source Affidavit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/02/2015 11:52 AM
Budget & Management	Veronica Ortiz	04/02/2015 01:47 PM
Glinda Pacheco	Glinda Pacheco	04/06/2015 04:18 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Matilde Faz		Started On: 04/01/2015 04:03 PM
Final Approval Date: 04/10/2015		

Requisition

Req # 00273634

PO #

Date: 03/17/15

Regular
49165
4/14/15

Bill To: x
x

Vendor : 432580
GOVERLAN, INC.
2655 S LE JEUNE ROAD, SUITE 1001
MIAMI FL 33134

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER 00063946 SOLE SOURCE AI-6410 REGULAR 11/13/07 DO NOT DUPLICATE ORDER		
12.00	EACH	G8-RC-SU1 GOVERLAN REMOTE CONTROL - 1 YEAR SUPPORT & UPGRADE COVERAGE	50.00	600.00
6.00	EACH	G8-SUITE-SU1 GOVERLAN SUTE- 1 YEAR SUPPORT & UPGRADE COVERAGE	160.00	960.00
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-336	1,560.00	
			Freight	.00
			Total	1,560.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

GOVERLAN
COMPLEX IT SYSTEMS MANAGEMENT MADE EASY

Company Address	2655 S Le Jeune Road Gables International Plaza - Suite 1001 Coral Gables, FL 33134 USA	Created Date	3/17/2015
		Expiration Date	5/17/2015
		Quote Number	00036946
Prepared By	Deborah Pender	Contact Name	Daniel Silguero
Phone	+1 (305) 442-4788 ext 883	Phone	(956) 292-7000 ext 6036
E-mail	deborah.pender@goverlan.com	Email	daniel.silguero@co.hidalgo.tx.us
Bill To Name	County of Hidalgo, Texas		
Bill To	100 E. Cano 4th Floor Edinburg, TX 78539		

Product Code	Product	List Price	Quantity	Total Price
G8-RC-SU1	Goverlan Remote Control - 1 Year Support & Upgrade Coverage	$50.00	12.00	$600.00
G8-SUITE-SU1	Goverlan Suite - 1 Year Support & Upgrade Coverage	$160.00	6.00	$960.00

Grand Total $1,560.00

Support and Maintenance

Upgrade Coverage gives you access to all minor, major, and version updates. Your purchase includes 3 months of Upgrade Coverage and Support. You can optionally extend that coverage by 1 year.

Goverlan 1 Year Extended Support - **10% per license**
Goverlan 1 Year Upgrade Coverage **- 10% per license**
Goverlan 1 Hour Training Session - **$500**

If Support and/or Maintenance is not purchased, fees apply for version upgrades and support is offered at per incident rates: $40 USD by email, $80 USD by phone or live chat. Clients always have access to the Knowledge Base, Goverlan forum or User Guides for technical support.

End-User License Agreement - http://www.goverlan.com/eula.php

Payment Details

Payment Terms: Net 30 days

Payment can be made by credit card, bank check or wire transfer. For credit card purchases, go to **www.goverlan.com/pay**. Checks should be made payable to Goverlan, Inc., in USD. Checks from a non-U.S. based bank will be returned. Questions? Contact Sales@goverlan.com

Bank Wire Details:

Bank Name: JPMorgan Chase Bank N.A.
Bank Address: 1 Chase Manhattan, New York, NY 10005
SWIFT Bank Code: CHASUS33
Bank ACH Routing No: 267084131
Bank Wire Routing No: 021000021
Account Name: Goverlan, Inc.
Account No: 914505391

Remit To Address:

Goverlan, Inc.
Gables International Plaza
2655 South Le Jeune Rd, Suite 1001
Miami, FL 33134-5815
United States

AI-6410 **15. E. 2.**
CC REGULAR
Meeting Date: 11/13/2007
Submitted For: Marty Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

B. Approval of a "Sole Source Declaration" with authority to purchase from PJ Technologies, Inc., Goverlan Remote Administrative Software in the amount not to exceed $6,108.00 with Requisition # 120946

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100415002000020747
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Sole Source Purchase
Vendor's Deliver Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department		11/07/2007 03:37 PM
Budget & Management		11/07/2007 03:37 PM
Auditor's Office		11/07/2007 03:37 PM
Court Administrator		11/07/2007 03:37 PM
Budget & Management	Dina Trevino	11/08/2007 06:44 PM
Linda Fong	Becky Morales	11/09/2007 03:03 PM
Court Administrator	Monica Badillo	11/09/2007 03:03 PM

Form Started By: Matilde Faz Started On: 11/06/2007 11:45 AM
Final Approval Date: 11/09/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: November 6, 2007

Re: "Sole Source Declaration" – PJ Technologies, Inc.

Due to changing technology, it is most advantageous for the Information Technology Department to enhance this department's productivity. Hidalgo County (IT) Information Technology Department requires the use of PJ Goverlan Remote Administrative Software. This software would enable the department to troubleshoot and correct computers remotely and cut down on travel time. The PJ Technologies, Inc. is the "sole manufacturer" for this software". Other vendors were contacted to solicit quotes but we advised PJ Technologies is the "sole source" for this software.

Therefore, the Information Technology Department requires the purchase of this software from The PJ Technologies, Inc.

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 12, 2014, for GOVERLAN, INC., the surviving entity not authorized to transact business in Florida, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of December, 2014

Ken Detzner

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 15, 2014

FLORIDA FILING & SEARCH SERVICES, INC.

,

The Articles of Merger were filed on , for , the surviving entity not authorized to transact business in Florida.

The certification you requested is enclosed.

Should you have any further questions regarding this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Cathy A Carrothers
Regulatory Specialist
Division of Corporations

Letter Number: 314A00026392

Account number: FCA000000015

Amount charged: 78.75

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on , for , the surviving entity not authorized to transact business in Florida, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of December, 2014

Ken Detzner

Ken Detzner
Secretary of State

CR2EO22 (1-11)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PJ TECHNOLOGIES, INC.", A FLORIDA CORPORATION,

WITH AND INTO "GOVERLAN, INC." UNDER THE NAME OF "GOVERLAN, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF DECEMBER, A.D. 2014, AT 6:10 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Jeffrey W. Bullock, Secretary of State

5627747 8100M

141526429

AUTHENTICATION: 1957446

DATE: 12-15-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

14 DEC 12 AM 11:09

ARTICLES OF MERGER
of
PJ TECHNOLOGIES, INC.
(a Florida corporation)
into
GOVERLAN, INC.
(a Delaware corporation)

Pursuant to Sections 607.1108, 607.1107, 607.1105, 607.1104 and other applicable provisions of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

ARTICLE I
State of Organization; Merging Entities

The name, entity type and state of organization of each of the constituent entities of the merger is as follows:

Name	Entity Type	State of Organization
PJ Technologies, Inc. ("PJ Technologies")	corporation	Florida
Goverlan, Inc. ("Goverlan")	corporation	Delaware

ARTICLE II
Surviving Entity

Goverlan shall be the surviving entity.

ARTICLE III
Plan of Merger

The Plan of Merger providing for the merger of PJ Technologies and Goverlan is attached hereto as Exhibit "A".

ARTICLE IV
Approval of the Plan of Merger

In accordance with the applicable provisions of the FBCA, the Board of Directors of PJ Technologies adopted and approved the Plan of Merger on December 10, 2014, and the holders of a majority of the outstanding shares of the common stock of PJ Technologies have approved and adopted the Plan of Merger by written consent on December 10, 2014, pursuant to Section 607.0704 of the FBCA.

ARTICLE V
Effective Time

These Articles of Merger shall become effective upon January 1, 2015.

ARTICLE VI
Surviving Entity's Principal Office Address

The principal office address of the surviving entity shall be:

Goverlan, Inc.
2655 South Le Jeune Rd, Suite 1001
Miami, FL 33134-5815

ARTICLE VII
Agent for Service of Process

Goverlan, a Delaware corporation, as the surviving entity, hereby:

(a) appoints the Secretary of State of the Florida Department of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of PJ Technologies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed this 10th day of December, 2014.

PJ TECHNOLOGIES INC.,
a Florida corporation

By: _____
Name: Pascal Bergeot
Title: Chief Executive Officer

GOVERLAN, INC.,
a Delaware corporation

By: _____
Name: Pascal Bergeot
Title: Chief Executive Officer

EXHIBIT A
Plan of Merger

[Attached]

PLAN OF MERGER

of

PJ TECHNOLOGIES, INC.,
a Florida corporation

into

GOVERLAN, INC.,
a Delaware corporation

THIS PLAN OF MERGER, dated as of December 10, 2014 (this "Plan of Merger"), is adopted by the undersigned members of the Board of Directors of PJ Technologies, Inc., a Florida corporation ("PJ Technologies"), with reference to the following facts:

A. PJ Technologies is a corporation organized and existing under the laws of the State of Florida, having been incorporated on May 27, 2004 in accordance with the Florida Business Corporation Act (the "FBCA").

B. PJ Technologies owns all of the outstanding capital stock of Goverlan, Inc., a corporation organized and existing under the laws of the State of Delaware ("Goverlan"), having been incorporated on December 9, 2014 in accordance with the Delaware General Corporation Law (the "DGCL").

C. The Board of Directors of PJ Technologies has determined that the reincorporation of PJ Technologies under the laws of the State of Delaware (the "Reincorporation") is in the best interests of PJ Technologies and its shareholders.

D. In order to effect the Reincorporation, the Board of Directors desires to adopt this Plan of Merger in accordance with Section 607.1104 of the FBCA, pursuant to which PJ Technologies will merge into Goverlan, and Goverlan will be the surviving corporation in such merger (the "Merger").

E. The Board of Directors of Goverlan intends that the Merger qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

ARTICLE I
THE PARENT AND SUBSIDIARY CORPORATIONS

1.1 The Parent Corporation. PJ Technologies is the parent corporation in the Merger. PJ Technologies is a corporation duly organized and existing under the laws of the State of Florida. PJ Technologies was incorporated under the laws of the State of Florida on May 27, 2004.

1.2 The Subsidiary Corporation. Goverlan is the subsidiary corporation in the Merger. Goverlan is a corporation duly organized and existing under the laws of the State of

Delaware. Goverlan was incorporated under the laws of the State of Delaware on December 9, 2014. All of the outstanding capital stock of Goverlan is owned by PJ Technologies.

ARTICLE II
MERGER

2.1 The Merger. Subject to the terms and conditions set forth in this Plan of Merger and in accordance with Section 607.1104 of the FBCA and Section 253 of the DGCL, at the Effective Time (as defined hereinafter), PJ Technologies shall be merged into Goverlan (the "Merger"), the separate existence of PJ Technologies shall cease and Goverlan shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

2.2 Filing and Effectiveness. PJ Technologies shall prepare and file: (a) Articles of Merger, in substantially the form attached hereto as Exhibit A (the "Articles of Merger"), with the Department of State of the State of Florida in accordance with Section 607.1104 of the FBCA; and (b) a Certificate of Ownership and Merger, in substantially the form attached hereto as Exhibit B (the "Certificate of Ownership and Merger"), with the Secretary of State of the State of Delaware in accordance with Section 253 of the DGCL. The Merger shall become effective on January 1, 2015 (the "Effective Time").

2.3 Effect of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law and Section 607.1106 of the Florida Business Corporation Act.

2.4 Certificate of Incorporation; Bylaws. At the Effective Time, the Certificate of Incorporation and Bylaws of Goverlan as in effect immediately prior to the Effective Time shall become the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.5 Directors and Officers. The directors of Goverlan immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation. The officers of Goverlan immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE III
CONVERSION OF SECURITIES AND EXCHANGE OF CERTIFICATES

3.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Goverlan, PJ Technologies or the holders of any of the following securities:

(a) Conversion Generally. Each share of common stock of PJ Technologies ("PJ Technologies Common Stock") issued and outstanding immediately prior to the Effective Time (other than any shares of PJ Technologies Common Stock to be cancelled pursuant to Section 3.1(b)) shall be automatically converted, subject to this Section 3.1 and Section 3.2, into the right to receive one hundred eighty thousand (180,000) shares of common stock, par value $0.0001 per share, of Goverlan ("Goverlan Common Stock"). At the Effective Time, all such

shares of PJ Technologies Common Stock shall no longer be outstanding and shall automatically cease to exist, and each certificate previously representing any such shares shall thereafter represent only the right to receive the appropriate number of shares of Goverlan Common Stock, as set forth in this Section 3.1(a), and subject to the other provisions of this Section 3.1.

(b) Cancellation of Certain Shares

(i) Each share of PJ Technologies Common Stock held, immediately prior to the Effective Time, by PJ Technologies, Goverlan or any of their respective subsidiaries shall be canceled and extinguished without any conversion thereof, and no payment or other consideration shall be made or given with respect thereto.

(ii) Each share of Goverlan Common Stock held, immediately prior to the Effective Time, by PJ Technologies, or any of its respective subsidiaries shall be canceled and extinguished without any conversion thereof, and no payment or other consideration shall be made or given with respect thereto.

3.2 Exchange of Certificates

(a) Exchange Procedures. The holder of each certificate representing shares of PJ Technologies Common Stock (as of immediately prior to the Effective Time) (a "Certificate"), upon the surrender of such Certificate to Goverlan, shall be entitled to receive in exchange for such Certificate a certificate representing the number of shares of Goverlan Common Stock into which the shares of PJ Technologies Common Stock theretofore represented by such Certificate have been converted pursuant to Section 3.1(a), and such Certificate shall forthwith thereafter be cancelled. Each Certificate shall be deemed at all times from and after the Effective Time to represent only the right to receive, upon exchange as contemplated in this Section 3.2, the appropriate number of shares of Goverlan Common Stock into which the shares of PJ Technologies Common Stock formerly represented by such Certificate were converted in the Merger.

(b) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, person claiming such Certificate to be lost, stolen or destroyed shall be required to make an affidavit of that fact and agree to indemnify Goverlan for any losses and/or expenses that may be incurred as a result of such lost, stolen or destroyed Certificate.

3.3 Share Transfer Books. At the Effective Time, the share transfer books of PJ Technologies shall be closed, and, thereafter, there shall be no further registration of transfers of shares of PJ Technologies Common Stock theretofore outstanding on the records of PJ Technologies. From and after the Effective Time, the holders of certificates representing shares of PJ Technologies Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares, except as otherwise provided herein or by applicable laws.

3.4 Notice to Shareholders of Goverlan. In accordance with Section 607.1104 of the FBCA, shareholders of Goverlan are hereby notified that they may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares of Goverlan Common Stock.

ARTICLE IV
MISCELLANEOUS

4.1 Termination. This Plan or Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Date, whether before or after shareholder approval of this Plan of Merger, by the consent of the Board of Directors of PJ Technologies.

4.2 Counterparts. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

4.3 Governing Law. This Plan of Merger shall be governed by the internal laws of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned directors of PJ Technologies have executed this Plan of Merger on the respective dates set forth below.

Dec 10, , 2014

Dec 10, , 2014

IN WITNESS WHEREOF, the undersigned directors of PJ Technologies have executed this Plan of Merger on the respective dates set forth below.

/s/ Pascal Bergeot
Pascal Bergeot

December 10, 2014

/s/ Judy Lee
Judy Lee

December 10, 2014

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Goverlan, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2655 S Le Jeune Road, Suite 1001

Requester's name and address (optional)

6 City, state, and ZIP code
Miami, FL 33134

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	7	–	2	5	2	6	9	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Judy Tree Date ▶ 2/3/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 Judy Lee 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 Judy Lee. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Goverlan, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Goverlan
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Judy Lee

SWORN AND SUBSCRIBED TO under oath before me on 1 day of April 2015

DEBORAH PENDER
Notary Public - State of Florida
My Comm. Expires Dec 11, 2017
Commission # FF 075948

Deborah Pender
NOTARY PUBLIC

Deborah Pender
PRINTED NAME

12/11/17
MY COMMISSION EXPIRES

COMPANY NAME: Goverlan Inc.
ADDRESS, CITY, STATE & ZIP CODE: 2655 S Le Jeune Rd, Ste 1001, Miami, FL
PHONE: 8883304188 x 888 NUMBER:
CONTACT NAME AND TITLE: Judy Lee, COO
WEB ADDRESS www.Goverlan.com EMAIL: Judy.Lee@Goverlan.com
FEDERAL TAX ID NUMBER: 47-2526972 TEXAS SALES TAX NUMBER:

AI-49164 **Purchasing Department** **26. G. 2.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and approval of Addendum No. 1 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2015 for the integration of the Justice System Court Administration System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available as of 4/10/15.

Attachments

Legal Review

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 08:43 AM
Budget & Management	Veronica Ortiz	04/10/2015 08:49 AM
Glinda Pacheco	Glinda Pacheco	04/10/2015 01:51 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Rocio Villarreal		Started On: 04/01/2015 03:28 PM
Final Approval Date: 04/10/2015		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Odyssey Maintenance Renewal for 2015

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Mar 30, 2015 01:15 PM

Subject : RE: Odyssey Maintenance Renewal for 2015

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Rocio,

I have reviewed the attached FY2015 Resource Sharing Addendum Agreement and approve as to form.

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

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, March 20, 2015 4:49 PM
To: josephine ramirez
Subject: Fwd: Odyssey Maintenance Renewal for 2015

Ms. Josie:

The IT Dept is requesting for agreement to be place on Com Court for approval. Can you please review and approve as to form, so I may proceed with process.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Phillip Veale" <phillip.veale@co.hidalgo.tx.us>, "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
Sent: Thursday, March 19, 2015 3:52:59 PM
Subject: Odyssey Maintenance Renewal for 2015

Rocio,

We need to get the CUC contract renewed for 2015. Please find the contract renewal attached to this email. I also attached the AI from the last time we ran a renewal.

If you have any questions please let me know.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

Texas Conference of Urban Counties
TechShare Program
TechShare.Common Integrated Justice System
FY2015 Resource Sharing Addendum

1. **Purpose**

1.1. This Resource Sharing Addendum for the TechShare.Common Integrated Justice System (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.

1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.

1.3. Each of the undersigned Participants is a signatory to the Master ILA.

1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

2.1. CIJS Court Administration System: The software modules offered by Tyler to Participants under the Master Agreement.

2.2. Go Live: Go Live is defined as the event whereby a Participant makes a module of the CIJS Court Administration System fully active so that users can access it for its intended purposes.

2.3. Master ILA: The Master Interlocal Agreement for Participation in the Urban Counties TechShare Program, Version 2.1 20130128.

2.4. Master Agreement: The Master Agreement is the Amended and Superseded Master Agreement between Tyler Technologies, Inc., and Urban Counties effective October 1, 2014, including any amendments thereto, which sets forth the terms and conditions whereby Urban Counties offers licensing and support services for the CIJS Court Administration System.

2.5. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.

2.6. Participants: Participants is defined as all local governments executing this Addendum.

2.7. Parties: Parties is defined as the Participants and Urban Counties.

2.8. Stakeholder Committee: Stakeholder Committee means the CIJS Stakeholder Committee as provided for in the Master ILA.

2.9. Tyler: Tyler means Tyler Technologies, Inc.

3. Term of Addendum

3.1. This 2015 Resource Sharing Addendum shall be effective from October 1, 2014 through and including December 31, 2015.

4. 2014 Financial Plan

4.1. The 2015 Financial Plan for each Participant is attached as Attachment A.

4.2. As additional Participants execute this Addendum, Participants may be eligible for reimbursement of portions of their Enterprise Modification Fees. Enterprise Modification Fees collected by additional Participants that exceed the Enterprise Modification Fees to be paid to Tyler shall be remitted to Participants as reimbursement. Reimbursement amounts shall be in proportion to each Participant's share of the total Enterprise Modification fees paid by all Participants by module.

4.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2015 Financial Plan unless those excess costs are approved by the Participant's governing body.

4.4. Costs as set forth in the 2015 Financial Plan are due from each Participant as specified therein. Urban Counties will send invoices to the Participant in accordance with the payment schedule set forth in the Financial Plan. The Participant shall pay no later than forty five (45) days after receipt of each invoice.

4.5. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional support costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant, will be included in Attachment A.

4.6. The 2015 Financial Plan for each Participant includes an amount for shared assistance and learning opportunities. This fund will be administered by the Stakeholder Committee for the benefit of all Participants, and each Participant shall have an equal opportunity to avail itself of the shared assistance and learning opportunities.

5. Participant Access to Information

5.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:

5.1.1. the Master ILA and this Addendum, including Attachments B, C, and D;

5.1.2. list of Participants;

5.1.3. contracts with vendors providing goods or services directly for a Participant;

5.1.4. records of expenditures; and

5.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to CIJS, and meeting minutes.

5.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

6. Miscellaneous

6.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

6.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.

6.3. In the event any term or provision of this Implementation Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Implementation Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a

part of this Implementation Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Implementation Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

7. Termination

7.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination.

7.2. A Participant is not entitled to reimbursement of any license fees or enterprise modification fees previously paid by the Participant.

7.3. A Participant immediately loses the right to representation on the Stakeholder Committee upon notice of termination to Urban Counties.

7.4. A Participant loses the right to reimbursement of shared costs upon termination.

7.5. A Participant shall have the right to continue to use those modules for which the Participant has paid the applicable license fees in full prior to termination, but the Participant will not receive maintenance and support.

8. Attachments Incorporated

8.1. The following attachments are incorporated in this Addendum as if fully set forth herein:

8.1.1. Attachment A: 2015 Financial Plan

8.1.2. Attachment B: Amended and Superseded CUC Master Agreement containing End User License and Professional Services Agreement and Software as a Service and Professional Services Agreement.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COUNTY OF HIDALGO

By: _____

Title:_____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

_____

_____

_____

_____

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

_____

_____

_____

_____

	Hidalgo County	
	Project Payments through Urban Counties	
	2015	
	Project Costs	**FY 15**
CIJS License Fees		
	Jail/LE	$ 187,500
	Check Manager	$ 45,000
CIJS Software Maintenance		
	First Case Type	$ 150,491
	Second Case Type	$ 81,034
	Public Access: Online Docs	$ 3,528
	Public Access: Agency Secure	$ 1,544
	Jail/LE	$ 82,688
	Check Manager	$ 19,845
Enterprise Modifications		
	Hidalgo County Mod Allocations	$ 50,544
Urban Counties Fee		
	Contract Administration	$ 50,869
Tyler Training Services		
	Hidalgo County Allocation	$ 8,616
Total Project Budget		$ 681,658

AI-49250 **Purchasing Department** **26. H. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

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

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization and approval to purchase a total of (5) vehicles through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of **$97,230.00** which includes delivery and a one time Buyboard administration fee. (Project #15-154-OGG)

QTY	DESCRIPTION	AMOUNT
4	2015 Ford F-150 4x2 LB PU	$78,180.00
1	2015 Ford Escape S	$18,650.00
	One time Buyboard Administration Fee	$ 400.00
	TOTAL COMBINED AMOUNT	**$97,230.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-441-00-340-063-0-752

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

BUDGETARY IMPACT:

Available balance as of 4-10-15 $96,000

Acct #5-1304-441-00-340-063-0-752 has been appropriated for purchase of (4) 2015 Ford F-150 PU Vehicle Replacement Program

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-059-0-752

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

BUDGETARY IMPACT:

Funding pending approval of LIT AI# 49205 4-14-15

Acct #5-1293-441-00-340-059-0-752 has been appropriated for proposed purchase of the 2015 Ford Escape S as per Health & Human Services.

Attachments

Ford Escape

Ford F-150 PU LB

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/10/2015 01:40 PM
Budget & Management	Veronica Ortiz	04/10/2015 01:53 PM
Manuel Chapa	Manuel Chapa	04/10/2015 03:07 PM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Oscar Garza		Started On: 04/08/2015 03:37 PM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY HEALTH & HUMAN SERVICES
(1) FORD ESCAPE

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) 773-8824
Email:	mwiley@caldwellcountry.com
Federal ID:	27-3037856
Contact:	Michael 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 3:01 pm, Apr 08, 2015

FINAL

APPROVED
By Rudy Salinas at 11:10 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Acct # 5-1293-441-00-340-059-0-752

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY
Contact: OSCAR GARZA
Phone/email: 956-318-2626 / oscarg.garza@co.hidalgo.tx.us
Product Description: FORD ESCAPE

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Tuesday, April 07, 2015
email: mwiley@caldwellcountry.com

A. Bid Series: 108 — **A. Base Price:** $ 17,650.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
UOF	2015 S MODEL	INCL			
	2.5L I4 ; 6-SPD AUTOMATIC	INCL			
	A/C ; CARPET FLOORS	INCL			
	AM/FM/CD; CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CLOTH SEATS	INCL			

Total of B. Published Options: $ -

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		ESTIMATED 90-120 DAYS	DELIVERY
		WHITE	COLOR

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:**	$ 18,650.00
L.	**Quantity Ordered** 1 **x K =**	$ 18,650.00
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 19,050.00

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

Show 25 results

Narrow Results: 17

Vendor	Description	Pricing Sheet	Price
Caldwell Country Ford	Ford Escape S (U0F) Sport Utility. Excape S Trim Package, 2.5L I4 engine, complete with all manufactuer's standard equipment. Line Item 108	N/A	$17,650.00

Extended Product Information

Reference Number: 430-13

Part Number: Escape

Unit Measure: EA

Full Description: Ford Escape S (U0F) Sport Utility. Excape S Trim Package, 2.5L I4 engine, complete with all manufactue equipment. Line Item 108

Showing 1 to 1 of 1 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Contact us 800-695-2919

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2015 Fleet/Non-Retail Ford Escape FWD 4dr S U0F

WINDOW STICKER

2015 Ford Escape FWD 4dr S	Interior: - Charcoal Black
2.5 L/152 CID Regular Unleaded I-4	Exterior 1: - Oxford White
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
U0F	2015 Ford Escape FWD 4dr S	$23,450.00
	OPTIONS	
997	ENGINE: DURATEC 2.5L I-4	$0.00
446	TRANSMISSION: 6-SPEED AUTOMATIC W/SELECTSHIFT	$0.00
100A	EQUIPMENT GROUP 100A	$0.00
64D	WHEELS: 17" STEEL WHEEL W/SPARKLE SILVER COVER	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
7B	CHARCOAL BLACK, CLOTH BUCKETS W/60/40 SPLIT REAR SEAT	$0.00
	SUBTOTAL	**$23,450.00**
	Advert/Adjustments	$0.00
	Destination Charge	$895.00
	TOTAL PRICE	**$24,345.00**

Est City: 22.00 mpg
Est Highway: 31.00 mpg
Est Highway Cruising Range: 468.10 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: 380.0, Data updated 3/31/2015
©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
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.

Zimbra **oscar.garza@co.hidalgo.tx.us**

Re: Quote for a 2015 Ford Escape

From : Josie Escalante <josie.escalante@hchd.org> Tue, Apr 07, 2015 11:35 AM
Subject : Re: Quote for a 2015 Ford Escape 1 attachment
To : Oscar Garza <oscar.garza@co.hidalgo.tx.us>

Mr. Garza,

Mr. Olivarez has approved the purchase of the 2015 Ford Escape, (19,050.00).
A line item transfer has been submitted for April 14, 2015 to make funds available.
Please use account number 5-1293-441-00-340-059-0-752.

Thank you for your assistance.

Josie Escalante
Executive Assistant
Hidalgo County Health & Human Services
1304 S. 25th Ave
Edinburg, TX
(956)383-8858

On 4/7/2015 10:42 AM, Oscar Garza wrote:

> Josie, attached is the quote for the 2015 Ford Escape, please review, approve and send me the account number to use for this purchase.
>
> I need to place on Commissioners Court at the earliest convenience.
>
> 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

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

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: Apr 7, 2016 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 9:05 am, Apr 10, 2015

HIDALGO COUNTY HEALTH & HUMAN SERVICES

(4) FORD F-150 4X2 LONG BED

Emai

Welc

Administration | RFQ | Reports | Shopping Cart

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. 43 fees as explained below, all vehicle fees (i.e. pre- deliver inspe Texas inspection, manufacturer destination fees, etc.) charged contract are included in the awarded vehicle base price(s). Veh price(s) are not allowed and should not appear on the awarded offered for purchase under the contract. The Cooperative servi is not included in the base pricing. Only those vendors whose a BuyBoard on a per mile basis may charge a vehicle delivery fe been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

REVIEWED
By Oscar Garza at 4:44 pm, Mar 27, 2015

FINAL

APPROVED
By Rudy Salinas at 11:07 am, Apr 10, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY
Contact: OSCAR GARZA
Phone/email: 956-318-2626 / oscar.garza@co.hidalgo.tx.us
Product Description: FORD F-150 4X2

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824
Date: Thursday, March 26, 2015
email: mwiley@caldwellcountry.com

A. Bid Series: 111 — **A. Base Price:** $ 18,260.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F1C	2015 REGULAR CAB 6.5FT BED	INCL	141	8FT BED	$ 285.00
	A/C; AM/FM RADIO	INCL			
	3.5L V6	INCL			
	6-SPD AUTOMATIC	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			

Total of B. Published Options: $ 285.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
HEALTH & HUMAN SERVICE		WHITE	COLOR
		ESTIMATED 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	$ 1,000.00
K.	**Subtotal:**	$ 19,545.00
L.	**Quantity Ordered** 4 x K =	$ 78,180.00
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 78,580.00

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

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2015 Fleet/Non-Retail Ford F-150 2WD Reg Cab 141" XL F1C

WINDOW STICKER

2015 Ford F-150 2WD Reg Cab 141" XL	Interior: - Medium Earth Gray
3.5 L/213 CID Regular Unleaded V-6	Exterior 1: - Oxford White
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
F1C	2015 Ford F-150 2WD Reg Cab 141" XL	$25,720.00
	2015 Ford F-150 2WD Reg Cab 122.5" XL ----------	$25,420.00
	OPTIONS	Difference for Long Bed $ 300.00
998	ENGINE: 3.5L TI-VCT V6 (FFV)	$0.00
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC	$0.00
100A	EQUIPMENT GROUP 100A BASE	$0.00
X19	3.55 AXLE RATIO	$0.00
64C	WHEELS: 17" SILVER STEEL	$0.00
___	TIRES: P245/70R17 BSW A/S	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT	$0.00
425	50 STATE EMISSIONS	$0.00
	SUBTOTAL	**$25,720.00**
	Advert/Adjustments	$0.00
	Destination Charge	$1,195.00
	TOTAL PRICE	**$26,915.00**

Est City: 18.00 mpg
Est Highway: 25.00 mpg
Est Highway Cruising Range: 575.00 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: 378.0, Data updated 3/18/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2015 Fleet/Non-Retail Ford F-150 2WD Reg Cab 122.5" XL F1C

WINDOW STICKER

2015 Ford F-150 2WD Reg Cab 122.5" XL	Interior: - Medium Earth Gray
3.5 L/213 CID Regular Unleaded V-6	Exterior 1: - Oxford White
6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
F1C	2015 Ford F-150 2WD Reg Cab 122.5" XL	$25,420.00
	OPTIONS	
998	ENGINE: 3.5L TI-VCT V6 (FFV)	$0.00
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC	$0.00
100A	EQUIPMENT GROUP 100A BASE	$0.00
X19	3.55 AXLE RATIO	$0.00
64C	WHEELS: 17" SILVER STEEL	$0.00
___	TIRES: P245/70R17 BSW A/S	$0.00
YZ	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
AG	MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT	$0.00
425	50 STATE EMISSIONS	$0.00
	SUBTOTAL	**$25,420.00**
	Advert/Adjustments	$0.00
	Destination Charge	$1,195.00
	TOTAL PRICE	**$26,615.00**

Est City: 18.00 mpg
Est Highway: 25.00 mpg
Est Highway Cruising Range: 575.00 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: 378.0, Data updated 3/18/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: March 25, 2015	
Department: Hidalgo County Health & Human Services	
Name of Approving Elected Official/Department Head/Supervisor: Eduardo Olivarez	
Point of Contact: Josie Escalante	Contact Phone Number: (956)383-8858 Contact Fax Number:
Contact E-Mail josie.escalante@hchd.org	
Budget Account Number: 5-1304-441-00-340-063-0-752	
Signature of Approving Elected Official/Department Head/Supervisor: 3-25-15	
Estimated Date Goods/Services are required: ASAP	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Qty - 4
F-150 Truck
White
Automatic
2 Wheel Drive
A/C
full size bed (8 ft)

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:	

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.

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

ENTITY Caldwell Automotive Partners, LLC Status:Active

DUNS: 003984249 +4: CAGE Code: 6X8E1 DoDAAC:

Expiration Date: Apr 7, 2016 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 9:05 am, Apr 10, 2015

AI-49161 **Purchasing Department** **26. I. 1.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 2015-098-03-25-YSS Placement, Housing, Detention & Supervision of Hidalgo County Inmates, in order to proceed forward with the negotiation portion of the procurement process;

	The GEO Group Inc.	LaSalle Corrections
Evaluator 1	99	*DNMS
Evaluator 2	94	*DNMS
Evaluator 3	93	*DNMS
Evaluator 4	80	*DNMS
Average Score	91.5	*DNMS
CC Rank		-

***Does Not Meet the Specifications/Requirements approved by Hidalgo County**

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor __The Geo Group, Inc. for: Placements, Housing, Detention & Supervision of Hidalgo County Inmates.

BACKGROUND

Seven (7) packets were requested by vendors/participants.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Funds available as of 4/10/15.

Attachments

part n acct logs

back up 49161

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/08/2015 09:56 AM
Budget & Management	Veronica Ortiz	04/08/2015 10:10 AM
Glinda Pacheco	Glinda Pacheco	04/10/2015 11:00 AM
Auditor's Office	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Yvette Islas		Started On: 04/01/2015 10:55 AM
Final Approval Date: 04/10/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: March 25, 2015 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "Placement, Housing, Detention and Supervision of Hidalgo County Inmates"
RFP NO: 2015-098-03-25-YSS

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. LaSalle Corrections Nathaniel Quarterman	Email	Y. Salinas nquarterman@lasallesouthwest.com	03-10-15	26228 Ranch Road 12 Dripping Springs, TX 78620 512-858-7202
2. Correctional Solutions Group Johnnie Forren	Email	Y. Salinas forren@aol.com	03-10-15	6920 A Miramar Road Suite 207A San Diego, Ca 92121 619-249-9816
3. The GEO Group Inc. Amber Martin	Email	Y. Salinas amartin@geogroup.com	03-10-15	One Park Place, Suite 700, 621 Northwest 53rd Street Boca Raton, Florida 33487 561 999 7359 561 999 7648 fax 561 373 3213 cell
4. Community Education Centers, Inc. Rachel M. Bickar	Email	Y. Salinas Rachel.bickar@ceintl.com	03-12-15	832-325-5811 office 832-547-1488 cell
5. Prime Vendor Inc. Kimberly Doumit	Email	Y. Salinas Bids20@prime-vendor.com	03-12-15	4622 Cedar Avenue, Bldg 5, Suite 124 Wilmington, NC 28403 800-746-9554
6. CCA Kathy Baker	Email	Y. Salinas Kathy.baker@cca.com	03-12-15	10 Burton Hills Boulevard Nashville, Tennessee 37215 615-263-6674 615-263-3090
7. Open Minds Samantha Messina	Email	Y. Salinas rfphotline@openminds.com	03-12-15	163 York St Gettysburg, PA 17235 717-334-1329 717-334-0538
8. Detain Inc. Bill Bryan	TR	S. Suarez bryan@detaininc.com	03/23/15	P.O. Box 1056 Belton, TX. 76513 254-760-0913

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Purchasing Department

PROPOSAL ACCEPTANCE DATE: March 25, 2015 | PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- Placement, Housing Detention and Supervision of Hidalgo County Inmates"

PROPOSAL NO: 2015-098-03-25-YSS

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#01	La Salle Corrections Dripping Springs, TX	✓
#02	The Geo Group Inc. Boca Raton, FL	✓
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

*LaSalle's proposed location further than 300 mile radius as stated in requirements.

LASALLE
CORRECTIONS

RFP # 2015-098-03-25-YSS PLACEMENT, HOUSING, DETENTION AND SUPERVISION OF HIDALGO COUNTY INMATES"

The enclosed documentation constitutes the response by LaSalle Corrections, to the above referenced Request for Proposal from Hidalgo County for the placement, housing, and supervision of Hidalgo county Inmates.

LaSalle maintains that the principle of making a difference, one life at a time, is central to our mission. We welcome the opportunity to demonstrate our solid and proven history of humane, cost-effective, and safe correctional management. We promise unwavering commitment to meeting the specifications outlined in the Request for Proposal and to a level of transparency that will allow the Hidalgo County immediate access to important information as it becomes available to us.

LaSalle proposes to provide Hidalgo County with placement and housing services for Hidalgo County Inmates using the Jack Harwell Detention Center located at 3101 East Marlin Highway in Waco, Texas in accordance with RFP #2015-098-03-25-TSS.

LaSalle, LLC Legal Structure

LaSalle Corrections is headquartered in Louisiana, and owned by William K. McConnell, Patrick H. Temple and their family members. Since 1997 LaSalle Corrections has operated in three states under the following names: LaSalle Management Company, L.L.C., Southwestern Correctional, LLC, and LaSalle Southeast LLC with dba LaSalle Corrections, L.L.C.

William (Billy) K. McConnell is Managing Partner of LaSalle Corrections and as such is the person responsible to make decisions as to matters relating to the referenced solicitation. His signature affixed hereon certifies that fact.

Tim Kurpiewski is Director of Finance for LaSalle Corrections and is the designated contact person with authority to answer questions regarding this Proposal. He can be reached at the following numbers: Phone, 512.858.7202; Fax, 512.858.7212; or email timkswc@aol.com.

We appreciate the opportunity to respond to this request and look forward to working with Hidalgo County in achieving your goals for safe and reliable correctional services. Should you have questions about any portion of our proposal, we would appreciate the opportunity to discuss those issues with you.

Sincerely,

Tim Kurpiewski.CPA
Director of Finance
26228 Ranch Road 12,

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.

Additionally, this section should include a description of the firm's project personnel and their most recent similar 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.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROJECT OVERVIEW:
The County of Hidalgo is seeking proposals for placement, housing, detention and supervision for up to 500 inmates, within a 300 mile radius of Hidalgo County. Services will include, but not be limited to, the provisions for secure custody, transportation, health care, meals, and clothing, on a per diem basis per inmate. These services will comply with all applicable regulations and standards established by the Texas Commission on Jail Standards (the "Commission") and the Hidalgo County Sheriff. Hidalgo County reserves the right to extend the contract for an additional ten (10) years based on prior year's performance evaluation and contingent upon proposed cost.

Eligibility for incarceration at facility under contractor's agreement are inmates that are classified in accordance with custody level of the assigned facility in accordance with the Texas Commission on Jail Standards (the "Commission").

HOUSING AND CARE OF INMATES:
Contractor will provide secure custody, care and safekeeping of inmates of the County in accordance with applicable regulations and standards established by the Texas Commission on Jail Standards. Contractor will provide housing, care, meals and routine medical services for such inmates on the same basis as Hidalgo County provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

MEDICAL SERVICES;
The per diem rate under this agreement covers only routine medical services such as:

On-site sick call (when provided by on-site staff), non-prescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor will use its best efforts to obtain the lowest available price for reimbursable expenses; provided, however, that contractor's obligation to obtain the lowest available price shall not in any way diminish or excuse Contractor from

AI-49254 **Closed Session** **27. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 08:53 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/08/2015 05:14 PM

Final Approval Date: 04/10/2015

AI-49191 **Closed Session** **27. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-0896-D; Aurora Fuentes v Palmview I Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:18 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Monica Badillo		Started On: 04/06/2015 02:49 PM
Final Approval Date: 04/10/2015		

AI-49150 **Closed Session** **27. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Francisco F. Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:41 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 09:53 AM
Final Approval Date: 04/10/2015		

AI-49152 **Closed Session** **27. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jaime V. Villarreal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:41 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 09:55 AM
Final Approval Date: 04/10/2015		

AI-49255 **Open Session** **28. C.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/09/2015 08:53 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM

Form Started By: Monica Badillo Started On: 04/08/2015 05:14 PM

Final Approval Date: 04/10/2015

AI-49192 **Open Session** **28. D.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-0896-D; Aurora Fuentes v Palmview I Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2015 08:18 AM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Monica Badillo		Started On: 04/06/2015 02:49 PM
Final Approval Date: 04/10/2015		

AI-49151 **Open Session** **28. E.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Francisco F. Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:41 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 09:54 AM
Final Approval Date: 04/10/2015		

AI-49153 **Open Session** **28. F.**

CC - REGULAR

Meeting Date: 04/14/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jaime V. Villarreal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/01/2015 02:41 PM
Purchasing Department	Monica Badillo	04/10/2015 06:10 PM
Form Started By: Aida Alvarez		Started On: 04/01/2015 09:58 AM
Final Approval Date: 04/10/2015		