

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-13-153b-01-28**

THIS CONTRACT is made and entered into this **28<sup>TH</sup>** Day of **January 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Scott Merriman Inc. Company**).

WHEREAS, Company responded to advertised notices for bids for **"Specialty Printing and Related Services"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County

3. This Contract shall be for a period of one year effective **January 30, 2014** and ending on **January 31, 2015**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company

**Scott Merriman Inc.  
11212 Goodnight Lane #200  
Dallas, Texas 75229**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

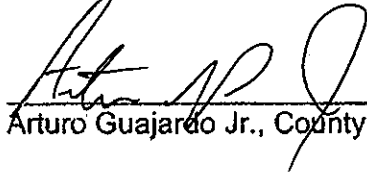
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2011.

**COUNTY OF HIDALGO**

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

By: Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 1-28-14 RW

**COMPANY:** Scott Merriman, Inc.

By: Jeff Biggs

Printed Name: Jeff Biggs

Title: V.P.

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

By: SLC  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

TABULATION SHEET  
HIDALGO COUNTY  
“SPECIALTY PRINTING & RELATED SERVICES”  
RFB NO.: 2013-153-01-28

**SCOTT MERRIMAN**

<b>SECTION I - Misc. Departments -Standards Items</b>				
	<i>DESCRIPTION</i>	<i>QTY</i>	Scott Merriman	
			Unit Price	Total Price
1	Letter Size- Banknote Paper	5000	425.60 (1m)	2128.00
		10000	346.50 (1m)	3465.00
2	Legal Size - Banknote Paper	5,000	472.00(1m)	2360.00
		10000	385.00 (1m)	3850.00

<b>SECTION II - DISTRICT CLERK:</b>				
	<i>DESCRIPTION</i>	<i>QTY</i>	Scott Merriman	
			Unit Price	Total Price
1	Manila Custom Case Binder - Legal	9000	.56	5040.00
2	Red Custom Case Binder - Legal	6000	.67	4020.00
3	Green Custom Case Binder- Legal	3000	.84	2520.00

<b>SECTION II - COUNTY CLERK:</b>					
			Scott Merriman		
4	Booklet Envelopes	3000	w/peel	415.80(1m)	1247.40
			w/o	226.60(1m)	679.80
		6000	w/peel	265.65(1m)	1593.90
			w/o	170.60(1m)	1023.60
5	Marriage License 4/1 Color - Legal	1000		990.00	
	Marriage License 4/1 Color - Blank-Legal				

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

DEC 10 10:00am  
V. J. [Signature]  
[Signature]

**SECTION A**

**LETTERHEAD**

NO.	Description	PRICES	
		1 color	2 colors
1	Standard size -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	Legal size- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

**BUISNESS CARDS:**

NO.	Description	PRICES	
		1 color	2 colors
1	Business Cards (1) one sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		
2	Business Cards (2) two sided 2 x 3 1/2 with County Logo/seal and up to two colors for lettering		

**ENVELOPES:**

NO.	Description	PRICES	
		1 color	2 colors
1	Envelopes with windows 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		
2	Envelopes without window 4 1/8 x 9 1/2 w County Logo/seal and up to two colors for lettering		

**BANKNOTE PAPER:**

	Unit price	Total price	Unit Price	Total Price
Banknote Paper-Letter Size	5,000 @ 425 <sup>60</sup>	2,128 <sup>00</sup>	346 <sup>50</sup>	3465 <sup>00</sup>
Banknote Paper - Legal Size	5,000 @ 472 <sup>00</sup>	2,360 <sup>00</sup>	385 <sup>00</sup>	3850 <sup>00</sup>

**SECTION B**

Description		Estimated Quantity	UNIT PRICE	TOTAL
<b>DISTRICT CLERK</b>				
1	#10 Envelopes	70,000	73 <sup>75</sup>	5162 <sup>50</sup>
2	#28 Catalog Envelopes-white Stock - No Window	10,000	Thermo	2146 <sup>50</sup>
			Flat Print	145 <sup>00</sup>
3	Letterhead Paper-20# Cotton	20,000	301 <sup>40</sup>	6028 <sup>00</sup>
4	Manila Custom Case Binder Legal Size 9 3/8 x 14 3/4	9,000	.56 <sup>ea</sup>	5040 <sup>00</sup>
5	Red Custom Case Binder Legal Size 9 3/8 x 14 3/4	6,000	.67 <sup>ea</sup>	4020 <sup>00</sup>
6	Green Custom Case Binder Legal Size 9 3/8 x 14 3/4	3,000	.84 <sup>ea</sup>	2520 <sup>00</sup>
<b>COUNTY CLERK</b>				
1	Booklet Envelopes	3000	w/peel	415 <sup>80</sup>
		3000	w/o peel	226 <sup>60</sup>
		6000	w/peel	265 <sup>65</sup>
		6000	w/o peel	170 <sup>60</sup>
2	Bound Books	2	DELETE	
3	Birth /Marriage/Death Envelopes-Gold Print Honorable Discharge Envelopes-Blue Print	3000	950 <sup>00</sup> 6000	1750 <sup>00</sup>
		3000	975 <sup>00</sup> 6000	1785 <sup>00</sup>
4	Marriage License/Certified Marriage License 4/1 color-Legal Size Marriage License Blank	1000	990 <sup>00</sup>	990 <sup>00</sup>
5	Poly Envelopes for Wallet Cards	3000	DELETE	
6	Banknote-Number Sequence 7X 9 1/2	5000		
		10000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>Purchasing Department</b>				
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x 11 Heavyweight printing paper inkjet paper 24lbs- / 28lbs	10,000		
3	Envelopes w/ window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Standard #9	10000		
	Envelopes w/o window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue-Linen	10000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2-Card Stock Linen	1,000		
<b>County Court @ Law No. 5</b>				
1	Envelope w/ without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 1/2 x 2	2500		
<b>93RD District Court</b>				
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1 <sup>st</sup> page is front/ back the other two only front Cty Logo in the bottom	2,500		
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark-25% Cotton-Off-White	2,500		
4	Business Cards w Envelopes Cty Logo in Gold & Dept Info. In Blue 9 1/2 x 4 1/4 25% Cotton-Off-White	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 1/2 x 2 Card Stock 25% Cotton Off-White	500 per box		
6	Award/Certificate 8x11 1/2 Gold border with Blk Letters	2,500		
<b>Elections Department</b>				
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk -20# Cotton	500 per box		
2	Envelopes without window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500 per box		
	Envelopes w/window 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-20#	500 per box		
3	Business Cards w Cty Logo in Gold & Dept info. In Blk 3 1/2 x 2**See Sample-80 # Cover Stock	500 per box		
-4	Notepads		Delete	
<b>Budget /Public Affairs/.W/Comp/Employee Benefits</b>				
1	Envelopes w/ without window 4 x 9 1/2 w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2	500		
3	2 x 10 desk/door name plates Blk w/ white letters	5		
<b>Justice of the Peace Pct 2 Place 2</b>				
1	Business Cards w Pink Rose & Blk letters 3 1/2 x 2	2,000		
2	4x 9 1/2 Jacket with Blk letters*The State Of Texas			
<b>449TH Judicial District of Texas</b>				
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (White linen, raised printed)-Cotton	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk	500		
	Envelopes w/o window (White) 4 1/8 x 9 1/2 w Cty Logo in Gold & Dept Info. In Blk-Cotton	500		
<b>R.O.W-Delete</b>				
1	Business Cards w Cty Logo & Dept Info. In Blk 3 1/2 x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

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1813  
Pass  
A

DESCRIPTION		Base Qty	Unit Price	Total Price
<b>PCT 4</b>				
1	Business Cards w/ Cty Logo in Gold & Dept Info. In Blk 3 1/2 x 2 (Whf linen; raised blk printed); for about 10 employees	2,000		
2	8.5 x 11 White Letterhead w/ Cty Logo in Gold & Dept Info. in Blk. 25% Cotton; raised printed. Texture Bond 25 % cotton	2,000		
3	Envelopes w/ without window -Whf 4 1/8 x 9 1/2 w/ Cty Logo in Gold & Dept Info. In Blk (flat)	2,000		
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10,000 (B)		
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	DELETE	
6	Work Order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	DELETE	
<b>Health &amp; Human Services</b>				
1	8.5 x 11 Letterhead w/ Cty Logo in Gold & Dept Info. In Blue	5,000		
2	Envelope w/ without window 4 1/8 x 9 1/2 w/ Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w/ Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 1/2 x 6 Blue Blk letters Registro de Tratamiento Preventive	5,000		
8	Attention...Parents flyer 8 1/2 x 11 Glossily in color with border 100# Gloss	5,000		
9	HPV Vaccine flyer 8 1/2 x 11 glossily in color 100# Gloss	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 1/2 x 11 in color 100# Gloss	5,000 Eng 5000Span		
11	Information for parents from CDC (VFC) 8 1/2 x 11 glossily in color 100# Gloss	5,000		
12	National Infant Immunization Campaign flyer 8 1/2 x 11 in color 100#-Gloss	5,000		
13	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-966-100#-Cover Gloss	5,000		
14	Vaccine Freezer Setup flyer 8 1/2 x 11 glossily in color IMM-962-100#-Cover Gloss	5,000		
15	Acceptable Temperatures for Vaccines 8 1/2 x 11 glossily in color 100#- Cover Gloss	5,000		
16	Vaccine Coordinater 8 1/2 x 11 glossily in color 100#-Cover Gloss	5,000		
17	Monthly Care of Vaccine Storage Units 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
18	Keep your Germs to yourself 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
19	Alto A la Gripe Texasflu.org. 8 1/2 x 11 glossily in color 100#-Gloss	5,000		
20	FAQ from parents about Vaccines for Infants 8 1/2 x 11 copy paper color 20#-Non-Gloss	5,000		
21	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-tri-fold 100# Gloss	5,000		
22	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)black ink 8 pages	5,000 ea		
23	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink 8 pages	5,000		
24	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)-black ink -3 pages	5,000		
25	8 1/2 x 11 letter copy paper color 20 lb (several flyers all same format)"Do you need a Temporary Food Event Permit"	5,000		
26	Alto a la tuberculosis/Stop TB-Multi Color Flyer - Gloss Paper 2 Pages English & Spanish 100#-Gloss	5000 Eng 5000 Span		
27	TB Get the Facts/La Tuberculosis-... English/Spanish Blue & Black Ink - Tri-Fold-Gloss Paper - Double Sided Print 100#-Gloss	5000 Eng 5000 Span		


AMENDED-EXHIBIT "B"-ADDENDUM  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO., 2013-153-12-18

DEC 8 2013  
D. [Signature]  
[Signature]  
[Signature]

DESCRIPTION		Estimate Qty	Unit Price	Total Price
<b>HEALTH DEPARTMENT CONTINUATION</b>				
28	TB Skin Test Record Double Sided Print White Stock 5x3 Index Card-Black Ink	5,000		
29	Appt Card 5x3 blue Index Card Single Sided Print-Black Ink	5,000		
30	Patient Has an App. Card 5x3 ¼ Double Sided Print-White Stock Card			
31	Treatment Record English & Spanish (2 Cards) Double Sided Print 6x3 ½ Yellow Stock Card	5,000		
32	Referral Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	5,000		
33	On-site Wastewater Systems Checklist 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
34	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
35	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
36	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
37	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
38	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
39	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
40	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
41	CMS 1500 NCR 2 part for computer -Continuous Feed Red Ink Double Sided Print	5,000		
42	TB Program Evaluation -TB 340 4-part NCR-Side Glue-Landscape Print	1,000		
43	TB Program Evaluation -TB 341-4-part NCR-Side Glue-Landscape Print	5,000		
44	TB Report of Case & Patient Serv-TB 400A-3Part Top Glue	3,000		
45	Report of TB Case & Patient Serv TB-400B-3-Part Top Glue	3,000		
46	Certificate to return to Work...HCHHSD 10069-2-Part Top Glue Black Ink	500		
47	To Whom It may Concern HCHHSD 20083 2-Part Top Glue	1000		
48	Food Serv Establishment 3-Part NCR-Double Sided Print-Top Glue	5000		
49	On-Site Sewerage Inspection Report 3-Part NCR Top Glue	5000		
50	Application for ON-Site Sewerage Facility 2-Part NCR Top Glue	5000		
51	ON Site Sewage Facility Tec Info. 2-Part NCR Top Glue Black Ink	5000		
52	Authorization to Construct...2-Part NCR Top Glue Black Ink	5000		
53	Soil Evaluation Report Info. 1 Page Double Sided Print - BLUE INK	5000		
54	Family Planning Appt. Card 3 ½ x 4 - White Stock Double Sided Print-Black Ink	2000		
55	Prenatal Weight Gain Grid White 20 lb. paper Multi Color Form	2000		
56	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
57	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
<b>TRESURER'S OFFICE</b>				
1	14" E-Z Fold Blank Check w/Control Number	20000		

AMENDED-EXHIBIT "B"-ADDENDUM 1  
HIDALGO COUNTY  
"SPECILTY PRINTING SERVICES & RELATED SERVICES"  
RFB NO.; 2013-153-12-18-YZV

OPENED  
DEC 18 2013  
10/10/2013  
Witnessed

BIDDER/COMPANY NAME: Scott-Merriman, Inc  
ADDRESS: 1122 Goodnight Ln # 200  
CITY/STATE/ZIP: Dallas, TX 75229  
PHONE NO/FAX NO: 800 648 7022 972 484 8900  
CELL PHONE NO: 214 793 0901  
E-MAIL ADDRESS: scott-merriman@sbeglobal.net  
AUTHORIZED SIGNATURE:  Jeff Biggs  
TITLE: V.P.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

Yoloxda

1-956-318-2629



# CERTIFICATE OF LIABILITY INSURANCE

SCOTME1 OP ID: SA

DATE (MMDDYYYY)  
01/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Chapman-Cornelius Ins Svcs Inc PO Box 200308 Arlington, TX 76006-0308 James M. Cornelius	<b>CONTACT NAME:</b> James M. Cornelius	
	<b>PHONE (A/C No. Ext):</b> 817-265-3346	<b>FAX (A/C No.):</b> 817-265-3386
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Columbia Insurance Group		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR (INSR) (W/O)	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOPTX0000081881	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS    OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The 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 named insured and the certificate holder that requires such status.

<b>CERTIFICATE HOLDER</b>  HIDACO1  Hidalgo County Purchasing Dept 2012 S. Business Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>James M. Cornelius</i>
--	---

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Zimbra

yolanda.velasquez@co.hidalgo.tx.us

**Fwd: Printing Project Contracts-for legals review**

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>  
**Subject :** Fwd: Printing Project Contracts-for legals review  
**To :** Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Fri, Jan 24, 2014 12:24 PM

Finally!!!!

---

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 11:23:52 AM  
**Subject:** RE: Printing Project Contracts-for legals review

The Merriman contract is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, January 24, 2014 10:57 AM  
**To:** Steve Crain  
**Cc:** Yolanda Velasquez  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mr. Crain:  
Language inserted applicable to delivery of goods, please review and comment.  
Thanks,  
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 10:41:33 AM  
**Subject:** Printing Project Contracts-for legals review

Mrs. Marty,

As per legals request, I have inserted the language as reflected on Gulf Data to this contract.

Thank you.  
Yoli

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**To:** "Steve Crain" <scrain@atlashall.com>  
**Cc:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 9:51:02 AM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mr. Crain:  
Your final review and comment as to form, please.  
Thanks,  
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Friday, January 24, 2014 9:22:59 AM  
**Subject:** Fwd: Printing Project Contracts-for legals review

Mrs. Marty,

Please forward to legal for approval as to form. I have been advised by Scott Merriman that they have forwarded the updated insurance but I have yet to receive it. As soon as I get it I will forward to legal.

Yoli

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>



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

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

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

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

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

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

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

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

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

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

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

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

18.



**Purchasing Department - Marty Salazar:**

**Notes:**

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

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

A.

**Hidalgo County**

1. **AI-42837** Adm. Bldg. Renov. 1st./2nd. Floors Project-Accept & approve final re-design plans & specifications for CC Chambers to add Public Affairs Div. and the County Judge's Suite to include Emergency Management Office as presented by project architect, Alcocer Garcia Associates, Inc. with authorization to proceed to forward documentation to awarded contractor, D. Wilson Construction so as to continue the project without any further delays due to documentation with said re-designs and other construction change directives to be included and presented to CC through a Change Order on 2-04-14.

2. **AI-42515** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Construction Building Materials & Supplies-RFB No. 2013-252-12-18-SMA.

3. **AI-42517** Presentation of tabulation grid (for action by Commissioner's Court) to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Specialty Printing and Related Services" for RFB 2013-153.

**APPROVED**

4. **AI-42804** A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C);

B. Approval of a "Sole Source Declaration" for AT&T for the provision of long distance telephone and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources) with said declaration to remain in effect while telephone systems in place;

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase telephone and other related services offered only from AT&T and as sole sourced herein.

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

1. **AI-42757** A. Pursuant to Texas Local Government, 263.152, discussion and approval to declare as "surplus"

- 1) Asset Tag# 38960 Animal Cage
- 2) Asset Tag# 38961 Animal Cage
- 3) Asset Tag# 38962 Animal Cage

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

**C. Sheriff's Office**

AI-42831

Purchasing Department 25. A. 1.

CC REGULAR

Meeting Date: 02/11/2014

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

A. Pursuant to Article 13.3.3.1, AIA-Form of Agreement between HC & Alcocer-Garcia Associates, project architect for: Renovations/Remodeling of 1st & 2nd Floors of former Administration Building located at 100 E. Cano, Edinburg, Texas confirmation of notification to architect (through Purchasing Dept. after full consultation with Executive Officer) to proceed and engage services of appropriate professional services consultant to assess substance found by General Contractor in an area (as yet not surveyed due to continuous occupancy); or, in the alternative:

B. Through HC's membership/participation with The Interlocal Purchasing System (TIPS), authority to accept and approve proposals awarded TIPS vendor (AAMECC) for the testing of identified suspicious (possibly ACM) including the writing of specifications for abate/remediation and monitoring services including the issuance of applicable POs.

**BACKGROUND**

Authority for Architect to proceed with such engagements had already been approved by HCCC through Agenda Item #11249- 09-23-2008 for same.

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 4-1336-419-40-220-043-0-452

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance on the acct# \$254,069.25

**Form Review**

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/07/2014 11:00 AM
Budget & Management	Debbie Tamez	02/07/2014 11:33 AM
Purchasing Department	Marty Salazar	02/07/2014 11:00 AM
Budget & Management	Debbie Tamez	02/07/2014 11:33 AM
Glinda Pacheco		
Auditor's Office		

Form Started By: Rocio Villarreal

Started On: 01/23/2014 04:46 PM