



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

February 7, 2018

C-17-288A-10-24

Nueces Power Equipment

Attn: Mr. Robert Zohrer
1 Industrial Way
San Benito, TX 78586

Via email: roberto@npetex.com

TERM: April 19, 2018 – June 18, 2018

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-17-288A-10-24 - "Rental of Heavy Equipment"

Dear Mr. Zohrer:

Be advised, that in order to proceed with the County's option to extend/renew for an additional **Sixty (60) Days Grace Period term, under the same rates, terms and conditions** with **Nueces Power Equipment**, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. C-17-288A-10-24** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an "*unsworn declaration*" and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on February 20, 2018**, the signed and "*unsworn declaration*" "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us by no later than **Friday, February 09, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and "*unsworn declaration*" may result in delay of award.

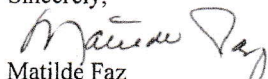
In, addition, please include your "*Updated Certificate of Insurance*" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: matilde.faz@co.hidalgo.tx.us by no later than date reflected above.

By: _____
Mr. Robert Zohrer

Date: 2/17/18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,


Matilde Faz
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NUECES POWER EQUIPMENT
San Benito, TX United States

Certificate Number:
2018-311517

Date Filed:
02/08/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-288A-10-24
Equipment rental

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

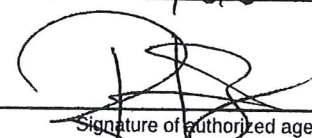
6 UNSWORN DECLARATION

My name is Robert Zohra, and my date of birth is 04 06 80.

My address is 1 Industrial Way, San Benito, TX, 78586 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County County, State of Texas, on the 8th day of Feb., 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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CERTIFICATION OF FILING**

Certificate Number:
2018-311517

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NUECES POWER EQUIPMENT
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Hidalgo County

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C-17-288A-10-24
Equipment rental

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**ADDITIONAL TERMS AND CONDITIONS
OF RENTAL AGREEMENT**

1. LESSOR'S OBLIGATION: All rental equipment shall be in good operating condition at the time furnished by LESSOR. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe, and serviceable condition unless NUECES POWER EQUIPMENT is notified to the contrary in writing within three (3) days following receipt of the equipment.

2. TRANSPORTATION EXPENSES: Unless otherwise stated, all transportation expenses from, or to, the place of business of LESSOR shall be paid by LESSEE.

3. LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN: LESSEE shall, at LESSEE'S expense, supply all fuel, lubricants, repair parts, labor, and all other items necessary to operate the equipment and to maintain it in good operating condition during the term of this Rental Agreement. The equipment shall be returned in the same condition as when received, except for normal wear. If the equipment, when returned to LESSOR, is in need of repair, or is in a damaged and worn condition (including damage and wear to tires), not attributable to normal wear, LESSEE shall be obligated to pay to LESSOR the reasonable cost of the repairs and, in addition, LESSEE shall be obligated to continue the payment of rental, at the rate herein stated, for the period of time reasonably necessary to repair LESSOR'S equipment and to restore it to a good, safe, and serviceable condition. LESSEE agrees that any repairs and labor furnished by NUECES POWER EQUIPMENT, shall be charged to and paid by LESSEE at NUECES POWER'S established prices plus any local, county, or state tax, for similar repairs, parts, or accessories, in force at the time same are supplied.

4. LESSEE'S RESPONSIBILITY FOR LOSS: LESSEE is responsible for the rented equipment at all times while it is in the possession, custody, or control of LESSEE and all risks of loss shall be borne by LESSEE, whether such loss is caused by the negligence of LESSEE, abuse, fire, theft, accident, or any casualty of any nature whatsoever, it being the intent of LESSOR and LESSEE that LESSEE shall bear any loss resulting from the loss of or damage to said equipment, whether or not LESSEE was in any way at fault.

5(a). INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:

\$1000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment.

LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

5(b). LESSEE shall promptly pay all taxes and assessments on the equipment (including but not limited to any federal, state and local taxes).

6. INDEMNITY: LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from all claims, actions, proceedings, costs, damages, and liability, including attorneys' fees and investigation expenses incurred in the defense of any said claims, arising out of, or connected with, or resulting from the rented equipment, including without limitation, the manufacture, selection, delivery, possession, use, maintenance, operation, or return thereof.

7. DISCLAIMER OF ALL WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT RENTED AND HEREBY DISCLAIMS THE SAME. There are no oral or written promises, terms, conditions, representations, or warranties, of any nature whatsoever, express, or implied, concerning the herein described equipment.

8. LIMITATION OF LESSOR'S LIABILITY: In the event the rental equipment is not in good operating condition at the time furnished by LESSOR, and LESSOR is notified thereof within the time stated in paragraph 1, LESSOR shall refund a pro rata part of the rental charge until the equipment is placed in good operating condition by LESSOR. Such right to obtain a refund of rental shall constitute LESSEE's sole and exclusive remedy and LESSEE hereby agrees that no other remedy, (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE WHATSOEVER, INCLUDING LOSS OF TIME, OR INJURY TO PERSON, OR PROPERTY, OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to LESSEE.

9. DEFAULT BY LESSEE AND ATTORNEYS' FEES: If LESSEE shall make default in punctually paying any rental, or if LESSEE shall breach any other term, covenant, or condition of this Rental Agreement, then and in any such event, LESSOR shall have the right to retake immediate possession of the said equipment and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, this Rental Agreement shall thenceforth terminate without prejudice to LESSOR's right to recover for rental accrued to the time LESSOR takes possession of such equipment, and any damages for repair costs, and additional rental, which may be payable to LESSOR under the provisions of paragraph 3 above. LESSEE agrees to pay the reasonable expenses incurred by LESSOR for attorneys' fees and court costs in connection with the enforcement of any obligations of LESSEE, or the collection of any monies owed by LESSEE, under the terms of this Agreement.

10. APPLICABLE LAW; VENUE: The construction, enforcement, interpretation and validity of this agreement shall be governed by the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this agreement shall lie in Nueces County, Texas.



DELIVERY TICKET AND RENTAL AGREEMENT

ABILENE, TX (325) 794-0066



VICTORIA, TX (361) 576-0066

NUECES POWER EQUIPMENT

P.O. BOX 4789 CORPUS CHRISTI, TX 78469 (361) 289-0066

LAREDO, TX (956) 725-0066



EL PASO, TX (915) 541-0066

EDINBURG, TX (956) 702-0066

SAN BENITO, TX (956) 361-0066

DATE: _____

RENTED/SOLD TO: _____

DELIVER TO: _____

TERMS - NET 10 DAYS ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE. F.O.B. POINT: UNLESS OTHERWISE INDICATED EQUIPMENT IS F.O.B. POINT OF ORIGIN AND RETURN TO SAME. PLEASE REMIT TO: P.O. BOX 4789 CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

HOUR METER IN _____

HOUR METER OUT _____

CUSTOMER NO.: _____

JOB NO.: _____

ORDERED BY: _____

TOTAL _____

FOUR WEEK RATE: WEEK RATE: DAY RATE:

Table with columns: QUAN., DESCRIPTION, SERIAL NUMBER, PER, RATE, PRICE EXTENSION

DATE OUT CK'd. BY REC'D BY:

DAMAGE NOTED

FUEL OUT:

RET. DATE CK'd. BY RET'D BY:

DAMAGE

FUEL IN:

VALUE OF EQUIPMENT \$ _____

Summary table with rows: RENTAL CHARGES, TRANSPORTATION CHARGES, OTHER CHARGES, SALES TAX, TOTAL INVOICE

RENTAL AGREEMENT

NUECES POWER EQUIPMENT, LESSOR, hereby agrees to rent to the undersigned LESSEE, the above described equipment for the term, and at the rental rate per day, week, or four (4) week period, above stated, plus all city, county & state tax. The stated rental rate is based upon use of the equipment for not more than eight (8) hours in one day, forty (40) hours per week, or one hundred seventy two (172) hours per four (4) week period. LESSEE agrees to notify LESSOR of any excessive use and to pay LESSOR an additional pro rate portion of the applicable rental rate for the extra use of the equipment. All rentals shall be paid to NUECES POWER EQUIPMENT, in advance, on the first (1st) day of each rental period. All past due rental shall bear interest at the highest legal rate until paid. All sums payable to LESSOR for rental, or otherwise, under the terms of this Agreement shall be paid in Corpus Christi, Nueces County, Texas. LESSEE ACKNOWLEDGES THAT THE OPTION TO PURCHASE THE EQUIPMENT EXISTS ONLY WHEN ARRANGEMENTS FOR RENT-TO-OWN ARE MADE PRIOR TO THE RENTAL. LESSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS RENTAL AGREEMENT, AND LESSOR AND LESSEE AGREE TO ALL OF SAID TERMS AND CONDITIONS. INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR: \$1,000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment. LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

DATE

WITNESS

LOSS DAMAGE WAIVER

LESSEE

*You, (Lessee) shall at your expense provide and maintain protection against loss, damage or destruction to the rental/leased equipment, for its full replacement value. Alternatively, this contract offers a Loss Damage Waiver to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the Loss Damage Waiver or otherwise shall be void. Before deciding whether to purchase the Loss Damage Waiver, you may wish to determine whether your own insurance affords you comparable coverage for damage to the leased equipment and the deductible amount you would be responsible for under your insurance. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver is 15% of the rent with a \$1,000.00 deductible per claim and will be reflected on your invoice or other notice to you. Waivers hereunder do not constitute insurance. Please initial below that you have read the paragraph above in its entirety and understand its terms.

____ the optional Loss Damage Waiver described therein. _____ the optional Loss Damage Waiver described therein and will furnish NPE with an Insurance Certificate.

ACCEPT

DECLINE

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON BACK BEFORE SIGNING

TABULATION SHEET
 "RENTAL OF HEAVY EQUIPMENT"
 RFB NO.: 2016-058-03-09-MEG

Equipment	Big D. Tractor LLC Dbra Fronter Equipment / Blue Cat Rentals						Tejas Equipment Rental						Nueces Power Equipment						Romco Equipment Co.									
	POC	Ronica Salinas			956-464-0123								Roberto Zohrer			956-435-8009			Pedro Hernandez			956-532-0028						
	Hrly	Daily	Wkly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Mthly	Wkends	Holidays	Hourly	Daily	Weekly	Monthly	Wkends	Holidays				
Backhoe Loaders	size 416 Weight 24,251 lbs						310J 2wd 13,800 lbs						580 N 14,500						BL 70 21,671 LBS									
	13.75	183.00	550.00	1,650.00	Reg. Rate	Reg. Rate	216.00	675.00	1,610.00												170.00	510.00	1,530.00					
	310J 4X4 16,140 lbs						580 Super 16,000																					
							250.00	743.00	1,827.00																			
	310 J Ext hoe 15,650 lbs						580 N 4x4 16,000																					
						250.00	760.00	1,891.00																				
Tractors	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
Pavers	size AP1000 wt 39,320 lbs												8'-13.5 23,000 lb \$28,000.00						PF 2181 8-21 ft width									
	132.00	1,056.00	3,167.00	9,500.00	Reg.	Reg.																			1,200.00	3,600.00	10,800.00	
													8-15.5 34,000 37,500.00						PF 1510 8-16 ft width									
																									790.00	2,370.00	7,110.00	
																									665.00	1,995.00	5,985.00	
Dozers	size D6 wt 46,158 lbs												80 HP 18,500 LBS															
	85.00	667.00	2,000.00	6,000.00	Rate	Reg.							440.00	1,320.00	3,960.00													
	size D7 wt 57,056 lbs												120 HP 28,000															
												665.00	1,995.00	5,985.00														
												960.00	2,880.00	8,640.00														
Water Trucks 4000 gallons only	10.00	389.00	1,167.00	3,500.00	Reg.	Reg.																						
Pneumatic Roller No less than 9 tons	59.00	467.00	1,400.00	4,200.00	Reg.	Reg.							370.00	1,110.00	3,330.00													
Pad Foot Compactor	Rammax size 36" wt 4,420 lbs												54" 5 TON						SD 45 F 11,350 LBS									
	25.00	200.00	600.00	1,800.00	Reg. Rate	Reg.							280.00	840.00	2,520.00										80.00	840.00	2,520.00	
	CP433 66" 16,292.2 lbs												66" 7 TON						SD 75 F 15,592 LBS									
	37.50	300.00	900.00	2,700.00	Reg. Rate	Reg. Rate							340.00	1,020.00	3,060.00										350.00	1,050.00	3,150.00	
CP563 84" 26,190.9 lb												84" 10-12 TON						SD115F 25,960 LBS										
												405.00	1,215.00	3,645.00										420.00	1,260.00	3,780.00		
Excavator	320 54,450 lbs						9 ton 18,404						CX160 15 TON						EC220E 51,050 LBS									
	55.00	439.00	1,317.00	3,950.00	Reg. Rate	Reg. Rate	250.00	1,003.00	2,205.00									500.00	1,500.00	4,500.00						540.00	1,620.00	4,860.00
	324 57,871 lbs						13 ton 29,489						CX210 21 TON						EC300E 64,490 LBS									
	71.50	572.00	1,717.00	5,150.00	Reg. Rate	Reg. Rate	488.00	1,360.00	3,515.00									370.00	1,710.00	5,130.00						710.00	2,130.00	6,390.00
330 79,700 lbs												CX350 35 TON						EC380E 88,620 LBS										
												850.00	2,550.00	7,650.00										875.00	2,625.00	7,875.00		

TABULATION SHEET
 "RENTAL OF HEAVY EQUIPMENT"
 RFB NO.: 2016-058-03-09-MEG

Mini Excavator							1.5 ton 3,395						CX 31 7000LBS						ZX 26U 5,780 LBS					
							149.00 488.00 1,148.00						185.00 555.00 1,665.00						120.00 360.00 1,080.00					
							3 ton 7716						CX36 8000 LBS						ZX 35U 7,760 LBS					
							179.00 590.00 1,440.00						220.00 660.00 1,980.00						160.00 480.00 1,440.00					
							5 ton 11,222						CX60 13000 LBS						ZX50U 10,811 LBS					
							221.00 884.00 1,942.00						320.00 960.00 2,880.00						180.00 540.00 1,620.00					
						9 ton 18,404																		
						250.00 1,003.00 2,205.00																		
						13 ton 29,489																		
						488.00 1,360.00 3,315.00																		
Motor Graders	12H 45,818 lbs												65E 17,000 LBS						G930 42,437 LBS					
	80.63	645.00	1,934.00	3,800.00	Reg.	Reg.							500.00	1,500.00	4,500.00				680.00	2,040.00	6,120.00			
	12m 44,690 lbs												865 B 32,000 LBS						G940 44,445 LBS					
	79.13	633.00	1,900.00	3,700.00	Reg.	Reg.							725.00	2,175.00	6,525.00				740.00	2,220.00	6,660.00			
						140 46,872 lbs												885B 40,000 LBS						
79.13	633.00	1,900.00	3,700.00	Reg.	Reg.							775.00	2,325.00	6,975.00										
Front Loader																	L90H 33,750 LBS							
																	600.00	1,800.00	5,400.00					
																	Loader L120H 42,9000 lbs							
																	740.00	2,220.00	6,660.00					
Trencher						323.00	807.00	2,201.00																
Double Steel Drum Vibratory Roller						3 ton											78" 12 TON							
						178.00	714.00	1,436.00									335.00	1,605.00	4,815.00					
Vacuum Truck																								
Forklift	35.00	278.00	834.00	2,500.00	Reg.	Reg.	5k warehouse									CASE 588 81LBS								
						187.00	506.00	1,096.00								305.00	915.00	2,745.00						
Grappler						w/loader																		
						250.00	867.00	1,812.00																
Jack Hammer						51.00	170.00	425.00																
Concrete Pump																								
Brush Truck																								
Roll Off Truck																								
Container Recycler																								
Dump Trucks																								
Asphalt Distributor	45.00	345.00	1,034.00	3,100.00	Reg.	Reg.																		
Add. Items not listed above:	n/a						portable restrooms 65.00 daily 70.00 wkly & monthly						7' milling machine 1,1 9,333 - 28,000											
Additional Cost and/or Terms and conditions:						Additional Cost and/or Terms and conditions: all items have 20% environmental fee units over 49 HP carry 2% diesel surcharge standard delivery & pick up rates \$ 90.00 each way						Additional Cost and/or Terms and conditions:						Additional Cost and/or Terms and conditions:						