

AI-12543

5.C.

457 Plan w/d request

CC REGULAR

Date: 12/02/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for Employee #102717

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/26/2008 11:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	11/26/2008 11:39 AM	APRV
3	Auditor's Office	Becky Morales	11/26/2008 02:13 PM	APRV
4	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Monica Badillo
Started On: 11/26/2008 10:55 AM

Final Approval Date: 11/26/2008

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.

Plan Name Hidalgo County 457 Plan Employee # 102717

Participant Name [Redacted] Pulveda

Address 776 [Redacted] City Edinburg

Social Security No. [Redacted] Daytime Phone No. (9 [Redacted])

SECTION I – Hardship

I understand that this withdrawal is due to financial hardship only and not due to heavy financial need. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☐ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☐ Purchase (excluding mortgage payments) of my principal residence.
- ☒ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ All Year-to-date deferrals 0-

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? No If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [Signature] Date 11-25-08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- S&A will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

AI-12488

7.A.

**Street Improvement proj. - City of Edcouch
CC REGULAR**

Date: 12/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to D.M. Roth in the amount of \$82,081.00 for the Street Improvements project in the City of Edcouch utilizing Year 20 & 21 (2007 & 2008) funds.

BACKGROUND

City of Edcouch has requested and received bids for a Street Improvements project to include the construction of valley gutters on various streets within the City of Edcouch. The lowest qualified bid was received from D. M. Roth in the amount of \$82,081.00. (See attached bid tabulation sheet.) Letter of recommendation from J.E. Saenz & Associate is also attached for your review.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County Year 20 & 21 (2007 & 2008) funds will be used for the Street Improvements project.

Funds Available: \$96,751.00 (2007 funds) & \$199,980.05 (2008 funds)= \$296,731.05

Attachments

Link: [street imp project](#)

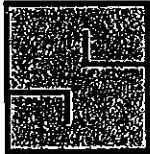
Link: [AI-12488](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/24/2008 04:21 PM	APRV
2	Veronica Lopez	Veronica Lopez	11/25/2008 10:27 AM	APRV
3	Auditor's Office	Becky Morales	11/26/2008 02:42 PM	APRV
4	Veronica Lopez	Veronica Lopez	11/26/2008 02:50 PM	APRV
5	Becky Morales	Becky Morales	11/26/2008 03:20 PM	APRV
6	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Estella Webber

Started On: 11/24/2008 03:37 PM



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

November 5, 2008

Mrs. Delmira Y. Olivarez
City Manager
City of Edcouch
211 Southern St.
Edcouch, Texas 78538

Re: Letter of Recommendation
Edcouch Year 20 & 21 Street Improvements

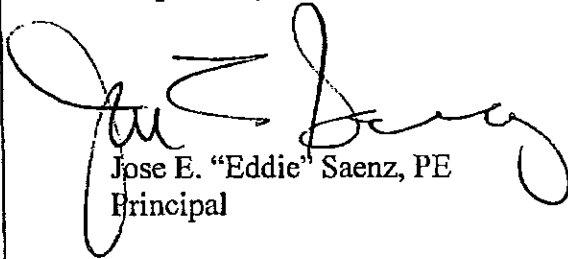
Mrs. Olivarez,

We have reviewed the unit prices and the amount totals on the bids submitted for the above-mentioned project. After review and tabulation of unit price bids, D.M. Roth has submitted the lowest base bid for the Edcouch Year 20 & 21 Street Improvements. The total base bid for the project is \$82,081.00. Our engineering estimate prepared for this project was in the amount of \$82,812.00.

We received a total of 5 bids from different local construction companies (see attached bid tabulation sheets). D.M. Roth has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that the base bid for the Edcouch Year 20 & 21 Street Improvements, be awarded to D.M. Roth, in the amount of **\$82,081.00**.

Respectfully Submitted,



Jose E. "Eddie" Saenz, PE
Principal

JES/fq

Cc: Lupita V. Garcia, Hidalgo Urban County Program
w/attachment

F:\JESAENZAENGPROJ\SIENG2008\ENG 08 015\Misc\Recommendation Letter-Edcouch Street-DMRoth.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 386-2984 TEL
(956) 383-0736 FAX
info@jesaenz.com

BID DATE: 11/5/08
BID TIME: 9:30 a.m.

Total P.03

ITEM #	DESCRIPTION	QUANTITY	D.M. ROTH		G&T PAVING		SASCON INC.		VALLEY PAVING		SOLIS & CHAPA INC.	
			UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE D	1439 S.Y.	\$12.00	\$17,268.00	\$14.00	\$20,146.00	\$13.00	\$18,707.00	\$13.95	\$20,074.05	\$23.90	\$34,392.10
2	8" FLBS COMPACT 95% DENSITY	931 S.Y.	\$10.00	\$9,310.00	\$8.00	\$7,448.00	\$10.00	\$9,310.00	\$11.95	\$11,125.45	\$24.65	\$22,949.15
3	8" COMPACTED LIME TREATED	1,506 S.Y.	\$8.00	\$12,048.00	\$3.00	\$4,518.00	\$6.00	\$9,036.00	\$10.40	\$15,662.40	\$25.38	\$38,222.28
	SUBGRADE 98% DENSITY											
4	PRIME COAT (MC-30)(0.2 GAL/S.Y.)	193 GAL	\$10.00	\$1,930.00	\$4.00	\$772.00	\$10.00	\$1,930.00	\$5.00	\$965.00	\$40.00	\$7,720.00
5	18" x 12" CONC. CURB & GUTTER	710 L.F.	\$10.00	\$7,100.00	\$14.00	\$9,940.00	\$12.00	\$8,520.00	\$18.00	\$12,780.00	\$21.75	\$15,442.50
6	CONC. VALLEY GUTTER	575 S.Y.	\$39.00	\$22,425.00	\$48.00	\$27,600.00	\$49.00	\$28,175.00	\$75.00	\$43,125.00	\$58.00	\$33,350.00
7	DEMOLISHION	1 L.S.	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$34,800.00	\$34,800.00
8	MOBILIZATION	1 L.S.	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$4,600.00	\$4,600.00	\$2,900.00	\$2,900

Addendum #1

X

X

1

X

X

Bid Bond

X

✕

X

X

X

Check

1

1

1

1

1

TOTAL AMOUNT FOR PAVING AND DRAINAGE IMPROVEMENTS	\$82,081.00	\$83,424.00	\$95,678.00	\$122,831.90	\$189,776.03

TOTAL AMOUNT FOR PAVING AND DRAINAGE IMPROVEMENTS

\$83,424.00

\$95,678

\$122,831.90

\$189,776.03

2011/11/11

1931

100-443887-100

ॐ



City of Edcouch

JOSE R. GUZMAN,
EDDY GONZALEZ,
MARIA DE LA CRUZ,
ENRIQUE MARTINEZ,
RUTH RUIZ,
GUADALUPE O. GARCIA,
VERONICA MONTOYA,

Mayor
Mayor Pro-Temp.
Alderman - Pl. 1
Alderman - Pl. 2
Alderman - Pl. 3
Alderman - Pl. 4
City Secretary

November 12, 2008

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of November 10, 2008, a Special Meeting of the Board of Aldermen of the City of Edcouch, 6:00 P.M.

ITEM III. NEW BUSINESS

ITEM A. CONSIDERATION AND ACTION IF ANY, ON RECOMMENDING D.M. ROTH FOR STREET IMPROVEMENTS YEAR 20 & 21.

A motion to recommend D.M. Roth for Street Improvements Year 20 & 21 was made by Mayor Pro-Temp. Eddy Gonzalez, seconded by Commissioner Guadalupe O. Garcia. Motion carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of November 10, 2008.

Veronica Montoya 11-12-08
Veronica Montoya Date
City Secretary

NOV 12 2008

Ar

CONSTRUCTION CONTRACT

This Agreement, entered into this ____ day of _____ by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by **CITY OF EDCOUCH** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and _____ a corporation) of _____, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of EDCOUCH
PROJECT #: 5007/8-20-0311-5000-2000
PROJECT DESCRIPTION: "CONSTRUCTION OF VALLEY GUTTERS"

hereinafter called the project, for the sum of (**\$ 82,081.00**) **Eighty-Two Thousand, Eighty one dollars and no 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 **J. E. Saenz** entitled the Engineer, 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 **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 150.00** 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.

Veronica Lopez

From: Lupita V. Garcia [lv Garcia@bizrgv.rr.com]
Sent: Wednesday, November 26, 2008 2:39 PM
To: veronica.lopez@co.hidalgo.tx.us
Subject: edcouch agenda
Attachments: header.htm

URBAN COUNTY PROGRAM

No.

Hidalgo County Commissioners' Court

Date: November 24, 2008 Agenda Request Form Request: December 2, 2008

Deadline for Action: December 2, 2008 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director

Caption:

The Urban County Program is requesting approval and award of contract to D.M. Roth in the amount of \$82,081.00 for the Street Improvements Project in the City of Edcouch utilizing Year 20 & 21(2007 & 2008) funds.

Background:

City of Edcouch has requested and received bids for a Street Improvements project to include the construction of valley gutters on various streets within the City of Edcouch. The lowest qualified bid was received from D M Roth in the amount of \$82,081.00. (See attached bid tabulation sheet.) Letter of recommendation from J.E. Saenz & Associate is also attached for your review.

Contract Amount: **\$ 82,081.00**

Funds Available: **\$96,751.00 (2007 funds) & \$199,980.05 (2008 funds) = 296,731.05**

Manager: _____ Finance: _____

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 _____

11/26/2008

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AI-12491

7.B.

**Professional service amendment - City of Palmview
CC REGULAR**

Date: 12/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Hidalgo County Precinct No. 3 for the City of Palmview is requesting approval to amend the professional service contract to Dannenbaum Engineering Company. The original amount of the contract for \$19,745.82 will increase in the amount of \$6,149.67 for additional services to the Park Drive-Access Road project utilizing recaptured Year 20 (2007) Precinct 3 Street Improvement funds.

BACKGROUND

Dannenbaum Engineering Company bid out and awarded the Park Drive project. The project was later extended to Bentsen Palm Drive to provide access to the Palmview Park which incurred additional costs. Attached for review is an itemized schedule of incurred services and costs. Recommendation to approve by City is also attached for reference.

Original Contract Amount: \$ 19,745.82
Amended Amount: \$ 6,149.67
Total New Contract: \$ 25,895.49

Available Funds: \$124,213.89 YR 20 (2007) Pct 3 – Street
Improvements (recaptured funds)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County Year 20 (2007) Precinct #3- Street Improvement funds will be used for this project.

Original Contract Amount: \$19,745.82
Amended Amount: \$6,149.67
Total New Contract: \$25,895.49

Available Funds: \$124,213.89 Year 20 (2007) Pct #3- Street Improvements

Attachments

Link: amendment - Palmview

Link: [Amended Professional Services Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 08:16 AM	APRV
2	Veronica Lopez	Veronica Lopez	11/26/2008 08:57 AM	APRV
3	Auditor's Office	Becky Morales	11/26/2008 02:43 PM	APRV
4	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Estella Webber
Started On: 11/24/2008 04:20 PM

Final Approval Date: 11/26/2008



CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

11-25-08

Monica Luna

Urban County Program

We are requesting that you please process Change Order No. 2 in the amount of \$6,149.67 made by Dannenbaum Engineering for the Park Drive – Access Road to Community Center.

If you have any questions feel free to contact me at 581-7411.

Christopher R. Barrera

City of Palmview

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

September 25, 2008

Mr. Johnn Alaniz
City of Palmview
403 W. Veteran's Boulevard
Palmview, Texas 78572

***RE: Park Drive – Access Road to Community Center (Urban County Project)
Cost Proposal for Additional Work***

Dear Mr. Alaniz,

Enclosed please find our cost proposal for additional engineering services related to Park Drive – Access Road to the Community Center (Urban County Project) within the City of Palmview.

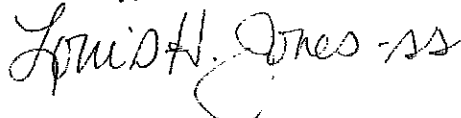
Our cost proposal includes engineering services in relation to Change Order No. 2 as described below:

- Research utilities (wet / dry)
- Utility Coordination
- Design / Plan Revisions
- Topo Survey / Cross Sections
- Data Collection

Please review our cost proposal and advise of your approval. Respectfully, upon your approval, we request that you please forward our cost proposal to Urban County for further processing.

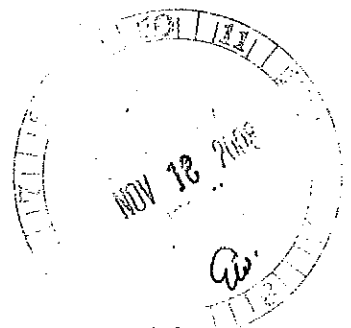
We appreciate the opportunity to continue to provide services to the City of Palmview.

Sincerely,



Louis H. Jones Jr., P.E.,
Principal

cc: Jesse Villegas, Project Coordinator



Sanbaram Engineering Company - McAllen, LLC

City of Palmview

Order Number: 4365-01

Parcel Name: Hidalgo County Precinct No. 3 / City of Palmview Palm Drive & Community Center Access

DESCRIPTION OF WORK TASK	BASIS OF		MAN-HOURS PER TASK BY CLASSIFICATION															TOTAL	MHS PER TASK	TOTAL	PEE PER TASK
	MAN-HOUR ESTIMATE	QNTY / UNIT	PRINCIPAL (VII)	PROJ MGR (VII)	SENIOR ENGR (V)	PROJ ENGR (III, IV)	ENGINEER (II, III)	SR. SURV (I, II)	RPLS SURV	SURVEY CREW 3-MAN	ENG DGR (III)	CADD / SURV TECH (I, II)	SECY	CONST. MANAGER	CONST. REP						
ENGINEERING																					
BASE ARCHITECTURES (NET AND GRY) (COORDINATION'S)																					
DESIGN PLANS (CAUSD)				2				2					4	2		2			8	\$489.28	
													4	2				12	\$1,544.80		
COORDINATION MEETINGS FOR CONSULTANTS WITH AT&T															16			16	\$2,934.48		
TOTAL HOURS - ENGINEERING			0	2	0	0	2	2	0	0	0	8	4	18	0		4,357.35				
			\$0.00	\$428.32	\$0.00	\$0.00	\$337.44	\$0.00	\$0.00	\$0.00	\$873.28	\$303.28	\$2,615.04	\$0.00		\$92.40					
TOTAL COST - ENGINEERING																\$4,449.75					
% OF TOTAL HOURS PER CLASSIFICATION			0%	5%	0%	0%	5%	0%	0%	0%	19%	10%	43%	0%	100%						
SURVEY																					
TOPOGRAPHY SURVEY (X-SECTIONS)									1	4		2					\$1,028.13	7			
DATA COLLECTION									2			4					\$671.78	6			
TOTAL HOURS - SURVEYING			0	0	0	0	0	0	3	4	0	6	6	0	0		1,699.81	13			
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$502.71	\$592.24	\$0.00	\$504.95	\$0.00	\$0.00	\$0.00		\$0.00					
TOTAL COST - SURVEYING																	\$1,699.81				
% OF TOTAL HOURS PER CLASSIFICATION			0%	0%	0%	0%	0%	23%	31%	0%	0%	46%	0%	0%	100%						
TOTAL HOURS - ENG / SURVEY			0	2	0	0	2	2	3	4	0	14	4	18	0	47					
TOTAL COST - ENG / SURVEY			\$0.00	\$428.32	\$0.00	\$0.00	\$337.44	\$502.71	\$592.24	\$0.00	\$1,178.24	\$303.28	\$2,615.04	\$0.00		\$6,057.27					
% OF TOTAL HOURS PER CLASSIFICATION			0.00%	4.20%	0.00%	0.00%	4.20%	8.51%	0.00%	0.00%	20.19%	0.51%	38.30%	0.00%	100.00%						

DIRECT EXPENSES	NO.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	9	PLT/SET	13.00
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	0	PLT/SET	1.60
PLOTTING - COLOR PLOTS	0	SETS	0	PLT/SET	6.00
PLOTTING - COLOR PLOTS	0	SETS	0	PLT/SET	10.00
PLOTTING - COLOR PLOTS	0	SETS	0	PLT/SET	10.00
PLOTTING - COLOR PLOTS	0	SETS	0	PLT/SET	10.00
MILAR PLOTS - 11 X 17	0	SETS	0	PLT/SET	10.00
MILAR PLOTS - 11 X 17	0	SETS	0	PLT/SET	10.00
REPRODUCTION - 11 X 17 PAPER COPIES	0	SETS	10	COPY/SET	0.12
REPRODUCTION - 11 X 17 PAPER COPIES	0	SETS	0	COPY/SET	0.12
OVERNIGHT CARRIER COST	0	PKGS	0	EACH	30.00
AUTO EXPENSE (Mileage)	2	TRIPS	75	M/TRIP	.95
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0.00
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0.00
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	82.40

ENGINEERING/SURVEYING	\$6,057.27
DIRECT LABOR COSTS	\$92.40
DIRECT EXPENSES	
TOTAL ENGINEERING/SURVEYING COST	\$6,149.67

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. City of Palmview

(Address) 400 W. Veteran's Blvd.
Palmview, Texas 78572

CONTRACTOR/FIRM
(Name & Address)
IOC Company, LLC
P.O. Box 4737
Edinburg, Texas 78540

Phone #: (956) 227-9327

DATE: May 02, 2008

CHANGE ORDER NO. 2

PROJECT/NAME/ACCT. NO.
5006/07-93-0311-5000-9300

You are hereby requested to comply with the following changes from the contract plans and specifications:
Street Improvements at Park Drive and Community Access Road in the City of Palmview, Texas.

☐
☐
☒

Final Quantitative Adjustments

Unit Prices

Quantitative Addition

☐
☐
☐

Quantitative Deletion

Time Extension

Other

REASON:

Extend Commercial Plaza Drive to Bentsen Palm Dr. (Roadway Pavement Section).

Contract price prior to change order \$ 182,568.96

Net Increase/Decrease of this Change Order \$ 23,872.40

Contract Price with Change Order \$ 206,441.36

Increase/Decrease in time: 20 days.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

[Signature]
CITY/PCT. OFFICIAL

DATE

[Signature] 5/5/08
CONTRACTOR

DATE

Carlos Aguilar 5/2/08
PROJECT ENGINEER - ARCHITECT

DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

☐

Scope Increase

☒

Quantitative Addition/Deletion

☐

Scope Decrease

☐

Final Quantitative Adjustment

☐

L/M Beneficiary Change/Impact

☐

Other

☐

Environmental Impact

☒

Approved

☐

Disapproved

Title: DIRECTOR

Signature: [Signature]

Date: 5-21-08

HIDALGO COUNTY PRECINCT NO. 3 / CITY OF PALMVIEW
STREET IMPROVEMENT PROJECT NO. 5066/07/93-0311-500-9300
PALM DRIVE & COMMUNITY CENTER ACCESS
HIDALGO COUNTY URBAN COUNTY PROGRAM - 4365-01

CHANGE ORDER NO. 2

Extend Commercial Plaza Drive to Bentsen Palm Dr. (Roadway Pavement Section)

Date: May 1, 2008

Contractor: IOC Company, LLC
P.O. Box 4797
Edinburg, Texas 78540

Owner: Hidalgo County Precinct #3
100 East Cano
Edinburg, Texas 78539

Subject: Street Improvements at Park Drive & Community Access Road in the City of Palmview, Texas
DANNENBAUM JOB NO. 4365-01

In accordance with the terms and conditions of the above referenced contract, the work is hereby amended as follows:

ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	DAYS
		ROADWAY PAVEMENT					
18		10' FLEX BASE (CALICHE)	SY	780	\$ 9.45	\$7,182.00	
19		2" ASPHALTIC CONCRETE PAVEMENT	SY	840	\$ 9.06	\$6,708.40	
20		EXCAVATION	SY	760	\$ 4.76	\$3,610.00	
21		CURB AND GUTTER (18")	LF	280	\$ 7.46	\$2,086.00	
22		TYPE 'C' INLET	EA	1	\$ 1,800.00	\$1,800.00	
		2' ISLAND MEDIANS					
23		TYPE 'A' CURB	LF	80	\$ 7.45	\$596.00	
24		BRICK PAVERS	SF	70	\$ 40.00	\$2,800.00	
TOTALS						\$23,872.40	
ADDITIONAL DAYS REQUESTED							20

Total Change Order No.1	\$ 10,698.45
Total Change Order No.2	\$ 23,872.40
Original Contract Amount	\$ 171,870.51
Revised Contract Amount	\$ 206,441.36

Contract Days	Current Contract Days	Additional Day Granted	Contract Days with This Change Order
	90	0	90

APPROVAL(S)

☒ Recommended for Approval
☐ Not Recommended for Approval

ENGINEER: DANNENBAUM ENGINEERING COMPANY - MCALLEN, LLC

Carlos C. Aguilar 5/2/08
Carlos C. Aguilar, P.E.
Project Manager

ACCEPTED:
IOC Company, LLC

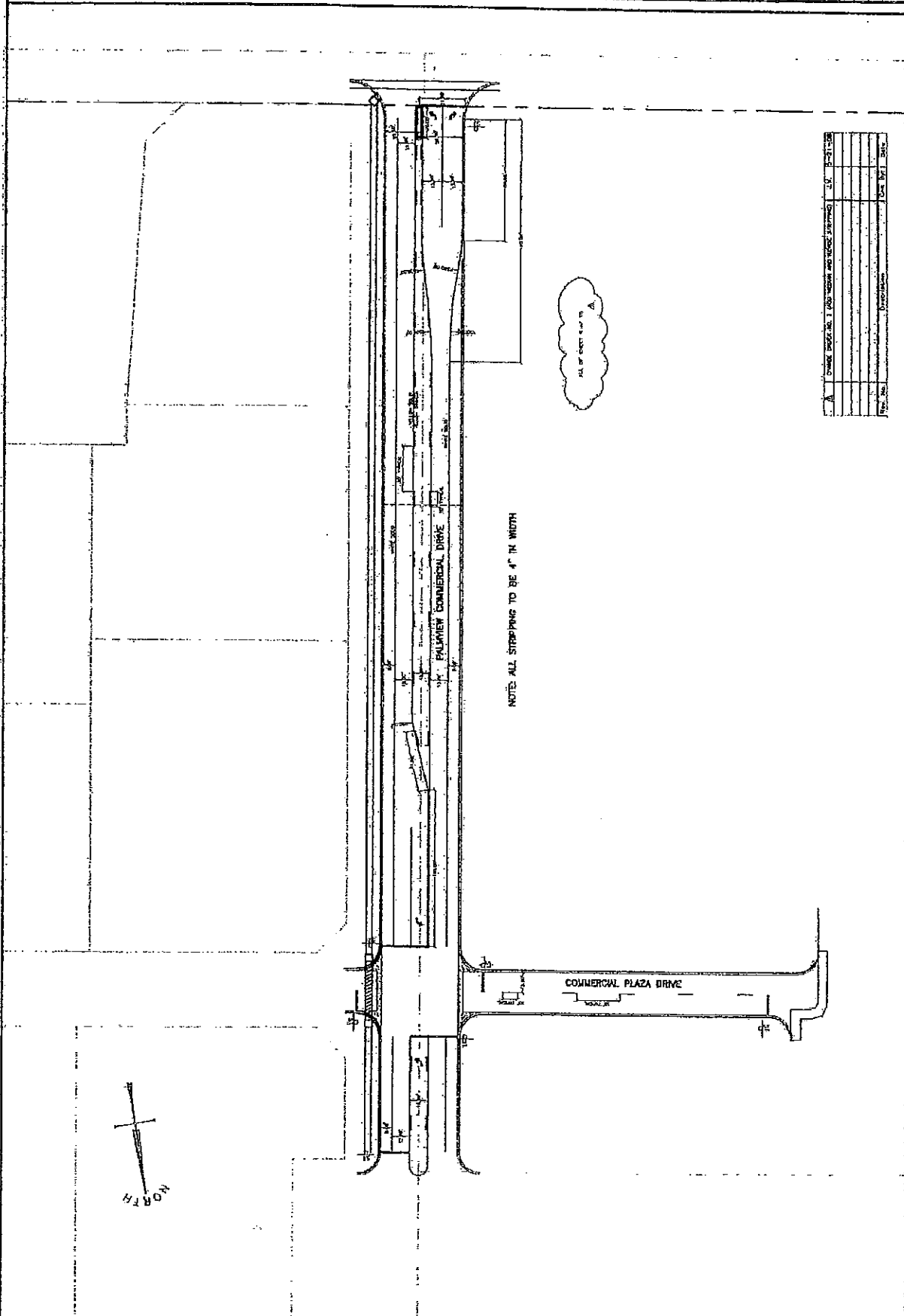
Oscar Cuellar
Oscar Cuellar
Managing Member

APPROVED:
City Of Palmview

John V. Alaniz
John V. Alaniz
City Administrator

APPROVED:
Hidalgo County Precinct #3

JD Salinas
JD Salinas
Hidalgo County Judge



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

5006-93-0311-5000-9300

Part I - Professional Services Agreement

This Agreement, entered into this 6th day of June, 2007 by and between Hidalgo County Precinct #3 and City of Palmview, (hereinafter called the "Party") and Dannenbaum Engineering Co. -McAllen LLC, duly authorized Engineer, herein acting by Louis Jones Jr., P.E. (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5006-93-0311-5000-9300. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of Hidalgo County Precinct #3 and City of Palmview Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V THE PARTY'S RESPONSIBILITIES

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all

of which the Engineer may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of \$19,745.82 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive Orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX
EFFECTIVE DATE**

The effective date of this contract shall be June 6, 2007. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20____.

Signature: _____

Louis Jones Jr., P.E., President (Engineer)

Firm Name: Dannenbaum Engineering Co. -McAllen LLC

Address: 1109 Nolana Loop Suite 208
City/ST/ZIP: McAllen, Texas 78504

FED ID #/SS #: 74-1554644

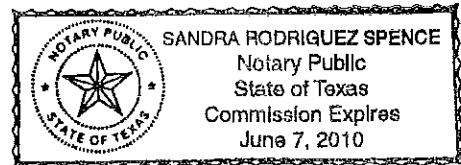
STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§



(This instrument was acknowledged before me on this the 24th day of August, 2007,
by Louis Jones Jr. of and on behalf of Dannenbaum Eng. Corp - McAllen, LLC
(title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

Notary - Signature

City of Palmview:

Lida Liras

City Secretary

James B. Gamm
Mayor

Hidalgo County Precinct #3:

[Signature]
Hidalgo County Judge

8/29/07
Date

County of Hidalgo Urban County Program:

Monica Luna

Witness

Diana R. Serna
Diana R. Serna, UCP Director

February 1, 2007

**CITY OF PALMVIEW
STREET AND DRAINAGE IMPROVEMENTS
SCOPE OF WORK FOR 2007 - 2008 (U.C. YEAR 20)**

A. ACCESS ROAD - PALMVIEW COMMUNITY CENTER

FROM: VETRANS BLVD. NORTH 740 LINEAR FEET, THEN WEST 400 LINEAR FEET FOR A TOTAL OF 1,140 LINEAR FEET

PROPOSED: 55 FEET AND 30 FEET BACK TO BACK STREETS WITH 2 INCH ACP, WITH 8" COMP. CALICHE FLEX-BASE, 6" COMP. SUB-GRADE, 500 L.F. OF 24" RCP WITH TWO 4' X 6' INLETS AND 40 L.F. OF 6 FEET CONCRETE VALLEY GUTTER, STRIPPING, STREET & SIDEWALK LIGHTING, 4 INCH X 5 FEET REINF. CONC. SIDEWALK

55 FEET B-B STREET SECTION

1.	2" ASPHALT CONCRETE PAVING	4,247	S.Y.
2.	8" CALICHE FLEX-BASE (COMP.)	4,655	S.Y.
3.	6" SUB-GRADE (COMP.)		
4.	18" CONC. CURB & GUTTER (REINF.)	1,470	L.F.
5.	36" CONC. VALLEY GUTTER (REINF.)	80	L.F.
6.	STORM SEWER INLET (TY. "A")	4	EA.
7.	24" R.C.P. (STORM SEWER)	500	L.F.
8.	SIGNS (STOP, SCHOOL, SPEED, ECT.)	10	EA.
9.	TEX-DOT ITEM #666 REFLECTORIZED PAVEMENT MARKINGS (TYPE II)	2,840	L.F.
10.	PREPARATION OF RIGHT OF WAY	7	STA.
11.	4" X 5' CONC.SIDEWALK (REINF.)	3,500	S.F.

30 FEET B-B STREET SECTION

1.	2" ASPHALT CONCRETE PAVING	735	S.Y.
2.	8" CALICHE FLEX-BASE (COMP.)	871	S.Y.
3.	6" SUB-GRADE (COMP.)		
4.	18" CONC. CURB & GUTTER (REINF.)	480	L.F.
5.	36" CONC. VALLEY GUTTER (REINF.)	30	L.F.
6.	STORM SEWER INLET (TY. "A")	2	EA.
7.	4" X 5' CONC.SIDEWALK (REINF.)	0	S.F.
8.	SIGNS (STOP, SCHOOL, SPEED, ECT.)	2	EA.
9.	TEX-DOT ITEM #666 REFLECTORIZED PAVEMENT MARKINGS (TYPE II)	300	L.F.
10.	PREPARATION OF RIGHT OF WAY	2.5	STA.
11.	CHAIN LINK FENCE RELOCATION	300	L.F.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

5006-93-0311-5000-9300

**AMENDED
Part I - Professional Services Agreement**

This Agreement, entered into this **2nd** day of **December, 2008** by and between **Hidalgo County Precinct #3** and **City of Palmview**, (hereinafter called the "Party") and **Dannenbaum Engineering Co. -McAllen LLC**, duly authorized Engineer, herein acting by **Louis Jones Jr., P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements** Account(s) **5006-93-0311-5000-9300**. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Engineer will be responsible for interim and final inspection.

- m. Furnish to the Party of Hidalgo County Precinct #3 and City of Palmview Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V THE PARTY'S RESPONSIBILITIES

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private

property as required for the Engineer to perform his services under this Agreement.

- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of **\$ 25,895.49** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed

hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written

authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI GENERAL

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
 - a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate

or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX EFFECTIVE DATE

The effective date of this contract shall be December 02, 2008. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____

Louis Jones Jr., P.E. (Engineer)

Firm Name: Dannenbaum Engineering Co. -McAllen LLC

Address: 1109 Nolana Loop Suite 208

City/ST/ZIP: McAllen, Texas 78504

FED ID #/SS #: 74-1554644

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20____,
by _____ of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

Notary - Signature

City of Palmview:

City Secretary

Mayor

Hidalgo County Precinct #3:

Hidalgo County Judge

Date

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

AI-12489

7.C.

**Purchase order cancellation - City of Alton
CC REGULAR**

Date: 12/02/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The City of Alton is requesting authorization to cancel the purchase order with Ferrera Fire Apparatus, Inc. in the amount of \$9,249.00 for the purchase of fire protective equipment and gear for the City of Alton Fire Department. Urban County Program Year 19 (2006) Fire Station/Equipment funds were utilized.

BACKGROUND

The City of Alton has requested to cancel this purchase order. A copy of the memo is attached for reference. (Hidalgo County Commissioners' Court approved to issue the purchase order on March 8, 2007.)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Urban County Program Year 19 (2006) Fire Station/Equipment funds were utilized.

Attachments

Link: P.O. - Alton

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/24/2008 04:21 PM	APRV
2	Veronica Lopez	Veronica Lopez	11/25/2008 03:01 PM	APRV
3	Auditor's Office	Becky Morales	11/26/2008 02:45 PM	APRV
4	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Estella Webber
Started On: 11/24/2008 03:54 PM
Final Approval Date: 11/26/2008



The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

October 23, 2008

Ms. Monica Luna,
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas

Dear Ms. Luna:

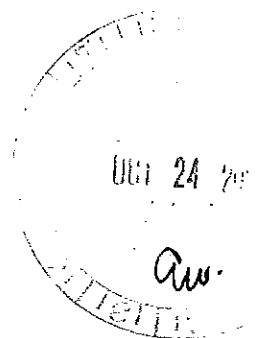
The current purchase order encumbered funds will not be used at this juncture. Please proceed with placing this item on the next Commissioners Court to cancel.

Your assistance on this matter is greatly appreciated. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager



AI-12475

8.A.

2009 Membership Dues

CC REGULAR

Date: 12/02/2008
Submitted By: Patti Loya, TEXAS COOP. EXTENSION
Submitted For: Patti Loya
Department: TEXAS COOP. EXTENSION
Agenda Category: Texas Cooperative Extension

Information

CAPTION

Requesting approval to pay the Annual Membership Dues for the Texas AgriLife Extension Service Employees for calendar year January thru December 2009, in the amount of \$1,715.00 with authority for County Treasurer to issue checks after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Available Balance as of 11/26/2008 - \$1,980.00

Attachments

Link: [Memdues09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/24/2008 11:50 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	11/26/2008 09:36 AM	APRV
3	Auditor's Office	Angela Garcia	11/26/2008 04:34 PM	APRV

Form Started By: Patti Loya
Started On: 11/24/2008 09:12 AM
Final Approval Date: 11/26/2008

Texas AgriLife Extension Service Hidalgo County
Professional Organization Memberships

Organization	Amount
Brad Cowan	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
District 12 Texas County Agricultural Agents Association	\$ 100.00
Doug Denny	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
District 12 Texas County Agricultural Agents Association	\$ 100.00
Barbara Storz	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
District 12 Texas County Agricultural Agents Association	\$ 100.00
American Horticulture Society	\$ 35.00
American Society for Horticulture Science	\$ 150.00
Adelita Muñoz	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
District 12 Texas Extension Association of Family & Consumer Sciences	\$ 150.00
Nora Garza	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
District 12 Texas Extension Association of Family & Consumer Sciences	\$ 150.00
Al Lopez	
Epsilon Sigma Phi	\$ 55.00
District 12 Texas Association of Extension 4-H Agents	\$ 100.00
Total	\$ 1,715.00

AI-12504

9.A.

**Appt. of Civil Service Commissioner
CC REGULAR**

Date: 12/02/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Comm. Flores
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #3

Information

CAPTION

Approval to re-appoint Becky Villarreal as member to the Civil Service Commission.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

Link: [letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 11:14 AM	APRV
2	Erika Reyna	Erika Reyna	11/25/2008 11:25 AM	APRV
3	Auditor's Office	Becky Morales	11/26/2008 03:16 PM	APRV
4	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Monica Badillo
Started On: 11/25/2008 11:08 AM
Final Approval Date: 11/26/2008

November 13, 2008

Hidalgo County Commissioners Court
100 E. Cano, Suite 102
Administration Building
Edinburg, Texas 78539

Re: Civil Service Member Term Tenure

Dear Commissioner's Court Members;

Please be advised my 2-year tenure serving on the Civil Service Commission Board will expire this month, November 2008. I am requesting to be considered for re-appointment so I may continue to serve as a Board Member.

At this time I would like to thank Commissioner's Court for allowing me to serve as your Civil Service Commissioner.

Respectfully,

A handwritten signature in cursive script that reads "Becky Villarreal".

Becky Villarreal

AI-12506

10.A.4.

**Requesting authority to exercise the additional six (6) months extension with
Performance Grade Asphalt
CC REGULAR**

Date: 12/02/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional six (6) month extension as provided under contract for "MS-1 Emulsified Asphalt" for Hidalgo County, under the same rates, terms and conditions with Performance Grade Asphalt. C-08-053-06-10
Effective: 12/13/08-6/12/09

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

All precincts R & B depts are user depts for this agenda item. Please see Attachment (Report)

Attachments

Link: [Extension Letter](#)

Link: [Scanned Contract](#)

Link: [Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:28 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:45 PM	APRV
3	Roland Garcia	Rolando Garcia	11/25/2008 03:38 PM	APRV
4	Auditor's Office	Becky Morales	11/26/2008 04:21 PM	APRV

Form Started By: Rocio Villarreal
Started On: 11/25/2008 11:23 AM

Final Approval Date: 11/26/2008



PURCHASING DEPARTMENT
County Of Hidalgo

November 24, 2008

Clarke DuBose
Performance Grade Asphalt
PO Box 6
Hitchcock, TX 77563

Via Fax (409) 986-7950

Re: C-08-053-06-10 MS-1Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Commissioners' Court will take applicable action (Tuesday, December 2, 2008) in connection with the Hidalgo County's option to extend/renew for an additional six (6) months period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of December 13, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, November 25, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

REQUIREMENTS AGREEMENT

C-08-053-06-10

THIS AGREEMENT (the "Agreement") is entered into effective as of June 10, 2008 by and between **Dubose Interests, LLC dba Performance Grade Asphalt** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**MS-1 Emulsified Asphalt**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**MS-1 Emulsified Asphalt**" in the areas of **HIDALGO COUNTY** projects for a period of **six (6) months** from **June 12, 2008** to **December 12, 2008** with the option to renew for an additional six (6) months (If applicable) under the same terms and condition, and it is agreed that the Products will meet the specifications set forth in **EXHIBIT "A"** hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: Performance Grade Asphalt, LLC
 Attn: Clarke DuBose
 PO Box 6
 Hitchcock, Tx 77563

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. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

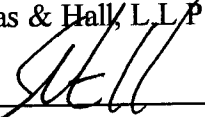
(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

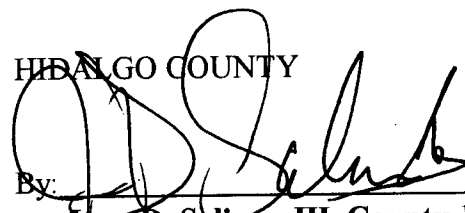
APPROVED BY COMMISSIONERS COURT ON, June 10, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

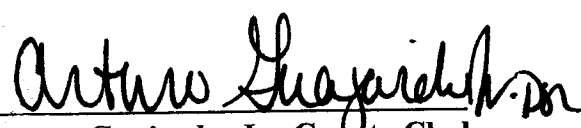
By: 

HIDALGO COUNTY

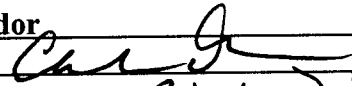
By: 

Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

Vendor

By: 

Printed Name: Clark DuBose

Title: President

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2008-053-06-04-LRM

I. SPECIFICATIONS:

MS-1 -Emulsified Asphalt

Material - bid price by the gallon delivered by vendor:

II. TERMS AND CONDITIONS

1. 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) Pct.#1 - Sunrise Hill-Mile 11 North 1 ½ East of 1015, Mercedes, Texas.
- b) Pct. #2 - does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
- c) Pct.#3 - 400 West 13th Street-Mission, Texas and/or 7 Mile Line & Iowa Road
- d) Pct.#4 - 1102 North Doolittle, Edinburg, Texas.

All delivery charges -freight, inside delivery, and all costs associated with this purchase are included in bid proposal. Delivery and service will be F.O.B. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. 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.

3. CONTRACT TERM:

Option 1: The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and

awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

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 may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. 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.

6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity 24 (twenty-four 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 "MS-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 "MS-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.

7. TERMINATION

Termination in whole or part, 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.

8. BID AWARD

- a) Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply

and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

- b) 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.
 - c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
 - d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) day written notice prior to any cancellation. The successful bidder must state herein 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.
 - e) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
 - f) 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.
9. **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:
- a) **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.
 - i. 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.
 - ii. 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.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. 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.
 - b) **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.

- c) **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.
- d) **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.
- e) **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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **MAY 28, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, **MAY 30, 2008.**

EXHIBIT “B”
PAYMENT SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2008-053-06-04-LRM

BID PAGE

Bid prices are to remain for a period of:

Option 2: The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

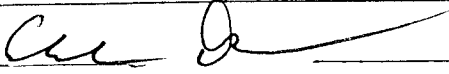
PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY):	DEMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL.
<u>LOADS OF 5,000 GALLONS OR MORE</u> \$ <u>2.40</u> / gal Costs are to be net F.O.B., County Prepaid.	\$ <u>50.00</u> Hour
<u>LOADS OF 4,000 - 4,999 GALLONS</u> \$ <u>2.40</u> / gal Costs are to be net F.O.B., County Prepaid.	\$ <u>50.00</u> Hour
<u>LOADS OF 3,000 - 3,999 GALLONS</u> \$ <u>2.50</u> / gal Costs are to be net F.O.B., County Prepaid.	\$ <u>50.00</u> Hour
<u>LOADS OF 2,000 - 2,999 GALLONS</u> \$ <u>2.50</u> / gal Costs are to be net F.O.B., County Prepaid.	\$ <u>50.00</u> Hour
<u>LOADS OF 1,000 - 1,999 GALLONS</u> \$ <u>2.65</u> / gal Costs are to be net F.O.B., County Prepaid.	\$ <u>50.00</u> Hour

Company Name: Performance Grade Asphalt, L.L.C.

Address: P.O. Box 6

City/State/Zip Code: Hitchcock, TX 77563

Phone Number: 409-986-7740

Authorized Signature: 

Printed Name: Clarke DuBose

Title: President

Date: 05/30/08

EXHIBIT "C"

INSURANCE

REQUIREMENTS

	\$ 50 . Hour
LOADS OF 4,000 - 4,999 GALLONS	

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/20/2008	
PRODUCER (409) 934-8000 FAX: (409) 935-1883 R...t, Ewing, Watt & Haney, Inc. J Emmett F Lowry Expressway Texas City TX 77591-2457		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 Dubose Interests, LLC, DBA: Performance Grade Asphalt P. O. Box 6 Hitchcock TX 77563			
INSURERS AFFORDING COVERAGE			NAIC #
INSURER A: American Intntl/AIG/Dalls			19410
INSURER B: Commerce&Industry Ins/AIG			
INSURER C: Texas Mutual Insurance			
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	ADD'L	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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	EG 2777928	11/1/2007	11/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	CA 718-31-53	11/1/2007	11/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0012106801	2/18/2008	2/18/2009	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Blanket Additional Insured applies to the Auto and Blanket Waiver of Subrogation applies to the Auto and Workers Compensation as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER

(956) 292-7612
 County of Hidalgo
 2802 S. Business 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 10 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

J Blackshear Jr. CIC/

Hidalgo County
Expenditure Summary Report
Standard Report Format

Account No/Descriptio									
	Original	Adjustments	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current	Y-T-D		
1203 R&B PRECINCT NO.3									
220,000.00	1,076,637.83	1,296,637.83	287,021.16	287,021.16	590,528.13	590,528.13	419,088.54	32.32	
1204 R&B PRECINCT NO.4									
8-1204-431-00-124-007-0-673 PCT.4 P/U RD-ROAD MATERIAL									
106,137.73	180,000.00	286,137.73	59,898.10	59,898.10	226,239.59	226,239.59	.04	.00	
8-1204-431-00-124-007-0-731 PCT.4 P/U RD-ROADS									
392,451.85	-94,548.55	297,903.30	59,350.52	59,350.52	82,243.93	82,243.93	156,308.85	52.47	
8-1204-431-00-124-007-0-734 PCT.4 P/U RD-SUBDIVISION STREETS									
378,791.21	-189,728.72	189,062.49	3,049.36	3,049.36	82,683.25	82,683.25	103,329.88	54.65	
8-1204-431-00-124-008-0-731 PCT.4 LATERAL ROAD-ROADS									
.00	621.26	621.26	.00	.00	.00	.00	621.26	100.00	
1204 R&B PRECINCT NO.4									
877,380.79	-103,656.01	773,724.78	122,297.98	122,297.98	391,166.77	391,166.77	260,260.03	33.64	
1212 PARKS PRECINCT NO.2									
8-1212-452-00-122-008-0-673 PARKS PCT.2-ROAD MATERIAL									
75,000.00	.00	75,000.00	.00	.00	.00	.00	75,000.00	100.00	
8-1212-452-00-122-008-0-731 PARKS PCT.2-ROADS									
1,000.00	.00	1,000.00	.00	.00	.00	.00	1,000.00	100.00	
1212 PARKS PRECINCT NO.2									
76,000.00	.00	76,000.00	.00	.00	.00	.00	76,000.00	100.00	
1213 PARKS PRECINCT NO.3									
8-1213-452-00-123-008-0-673 PARKS PCT.3-ROAD MATERIAL									
15,000.00	.00	15,000.00	.00	.00	795.16	795.16	14,204.84	94.70	
1213 PARKS PRECINCT NO.3									
15,000.00	.00	15,000.00	.00	.00	795.16	795.16	14,204.84	94.70	
1310 BORDER COLONIA ACCESS PROGRAM									
8-1310-431-00-121-175-0-731 PCT.1-V&C/R.CAVAZOS-ROADS									
.00	1,587.94	1,587.94	.00	.00	.00	.00	1,587.94	100.00	
8-1310-431-00-121-344-0-731 PCT.1-AGUA DULCE/PALM-ROADS									
.00	3,837.67	3,837.67	.00	.00	.00	.00	3,837.67	100.00	
8-1310-431-00-121-345-0-731 PCT.1-AGUA DULCE/EBONY-ROADS									
.00	2,961.63	2,961.63	.00	.00	.00	.00	2,961.63	100.00	
8-1310-431-00-121-347-0-731 PCT.1-BAR 7-ROADS									
.00	1,246.37	1,246.37	.00	.00	.00	.00	1,246.37	100.00	
8-1310-431-00-121-380-0-731 PCT.1-MESQUITE 1-ROADS									
.00	6,189.75	6,189.75	.00	.00	.00	.00	6,189.75	100.00	
8-1310-431-00-121-393-0-731 PCT.1-R C BABB 4-ROADS									
.00	349.42	349.42	.00	.00	.00	.00	349.42	100.00	
8-1310-431-00-121-394-0-731 PCT.1-RAMOSVILLE-ROADS									
.00	23,032.79	23,032.79	.00	.00	.00	.00	23,032.79	100.00	
8-1310-431-00-121-397-0-731 PCT.1-SAENZ-ROADS									
.00	30,958.35	30,958.35	.00	.00	.00	.00	30,958.35	100.00	
8-1310-431-00-121-400-0-731 PCT.1-SUNRISE-ROADS									
.00	6,136.65	6,136.65	.00	.00	.00	.00	6,136.65	100.00	
8-1310-431-00-121-401-0-731 PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS									
.00	50,674.28	50,674.28	.00	.00	.00	.00	50,674.28	100.00	

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS02A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
8-1311-431-00-123-251-0-734 EL SOL S/D #2-SUBDIVISION STREETS									
	.00	198,512.29	198,512.29	135,714.00	135,714.00	29,362.00	29,362.00	33,436.29	16.84
8-1311-431-00-123-267-1-734 EZEQUIEL ACEVEDO JR S/D#2-SUBDIVISION ST									
	.00	76,312.68	76,312.68	76,312.68	76,312.68	.00	.00	.00	.00
8-1311-431-00-123-312-0-734 HAVANA S/D-SUBDIVISION STREETS									
	.00	59,329.37	59,329.37	.00	.00	.00	.00	59,329.37	100.00
8-1311-431-00-123-325-1-734 HILDA S/D #3-SUBDIVISION STREETS									
	.00	32,565.88	32,565.88	.00	.00	.00	.00	32,565.88	100.00
8-1311-431-00-123-350-0-734 JESSAN S/D-SUBDIVISION STREETS									
	.00	21,961.80	21,961.80	.00	.00	.00	.00	21,961.80	100.00
8-1311-431-00-123-384-1-734 LA HOMA RD N S/D-SUBDIVISION STREETS									
	.00	7,373.00	7,373.00	7,373.00	7,373.00	.00	.00	.00	.00
8-1311-431-00-123-385-1-734 LA HOMA RD S S/D-SUBDIVISION STREETS									
	.00	46,181.16	46,181.16	.00	.00	.00	.00	46,181.16	100.00
8-1311-431-00-123-427-1-734 LOS EBANOS S/D-SUBDIVISION STREETS									
	.00	41,233.92	41,233.92	.00	.00	.00	.00	41,233.92	100.00
8-1311-431-00-123-488-1-734 MUNOZ ESTATES-SUBDIVISION STREETS									
	.00	102,121.59	102,121.59	.00	.00	.00	.00	102,121.59	100.00
8-1311-431-00-123-498-1-734 NORTH CROSS ESTATES-SUBDIVISION STREETS									
	.00	79,134.50	79,134.50	.00	.00	79,134.50	79,134.50	.00	.00
8-1311-431-00-123-784-1-734 VILLA CAPRI S/D-SUBDIVISION STREETS									
	.00	79,065.98	79,065.98	67,998.48	67,998.48	.00	.00	11,067.50	14.00
8-1311-431-00-123-837-0-734 WALTON S/D-SUBDIVISION STREETS									
	.00	64,810.37	64,810.37	.00	.00	64,810.37	64,810.37	.00	.00
8-1311-431-00-123-911-0-734 RESUB PLAT JIMENEZ S/D-SUBDIVISION STREE									
	.00	40,696.32	40,696.32	.00	.00	.00	.00	40,696.32	100.00
8-1311-431-00-124-129-0-734 CALMA ESTATES #2-SUBDIVISION STREETS									
	.00	12,484.72	12,484.72	.00	.00	.00	.00	12,484.72	100.00
8-1311-431-00-124-130-0-734 CALMA ESTATES #3-SUBDIVISION STREETS									
	.00	27,210.61	27,210.61	.00	.00	.00	.00	27,210.61	100.00
8-1311-431-00-124-363-1-734 L & R GARZA-SUBDIVISION STREETS									
	.00	34,148.02	34,148.02	.00	.00	.00	.00	34,148.02	100.00
8-1311-431-00-124-482-0-734 MORNING SIDE ESTATES-SUBDIVISION STREETS									
	.00	1,774.14	1,774.14	.00	.00	.00	.00	1,774.14	100.00
8-1311-431-00-124-541-0-734 PALMA S/D #1-SUBDIVISION STREETS									
	.00	73,148.63	73,148.63	.00	.00	.00	.00	73,148.63	100.00
8-1311-431-00-124-543-0-734 PALMA S/D #2-SUBDIVISION STREETS									
	.00	71,772.12	71,772.12	.00	.00	.00	.00	71,772.12	100.00
8-1311-431-00-124-585-1-734 RAMBO ESTATES-SUBDIVISION STREETS									
	.00	39,565.36	39,565.36	.00	.00	.00	.00	39,565.36	100.00
8-1311-431-00-124-612-0-734 RENA RAE S/D-SUBDIVISION STREETS									
	.00	130,998.05	130,998.05	.00	.00	125,025.50	125,025.50	5,972.55	4.56
1311 BORDER COLONIA ACCESS PROGRAM ROUND II									
	.00	3,809,031.47	3,809,031.47	692,437.72	692,437.72	816,115.52	816,115.52	2,300,478.23	60.40

FJEXS02A

1001 - Standard Report Spec

Account No/Description										
Original Budget			Adjusted Budget		Encumbrances		Expenditures		Available	Pct
		Adjustments			Current	Y-T-D	Current	Y-T-D		
1312 BORDER COLONIA ACCESS PROGRAM ROUND III										
8-1312-431-00-122-460-1-734 MESQUITE ACRES SUBD-SUBDIVISION STREETS										
	.00	89,518.23		89,518.23	.00	.00	.00	.00	89,518.23	100.00
8-1312-431-00-122-465-1-734 MILLER RESUB LOT A SUBD-SUBD STREETS										
	.00	53,974.23		53,974.23	.00	.00	.00	.00	53,974.23	100.00
8-1312-431-00-122-596-0-734 RANCHO ESCONDIDO SUBD-SUBD STREETS										
	.00	195,162.89		195,162.89	.00	.00	.00	.00	195,162.89	100.00
8-1312-431-00-122-890-0-734 LOS ENCINOS #1 SUBD-SUBDIVISION STREETS										
	.00	31,519.48		31,519.48	.00	.00	.00	.00	31,519.48	100.00
8-1312-431-00-122-891-0-734 LOS ENCINOS #2 SUBD-SUBDIVISION STREETS										
	.00	78,986.67		78,986.67	.00	.00	.00	.00	78,986.67	100.00
8-1312-431-00-122-900-0-734 MORNINGSIDE SOUTH SUBD-SUBD STREETS										
	.00	157,973.34		157,973.34	.00	.00	.00	.00	157,973.34	100.00
8-1312-431-00-122-937-0-734 ALDAMAS SUBD 1 & 2-SUBDIVISION STREETS										
	.00	211,947.55		211,947.55	.00	.00	.00	.00	211,947.55	100.00
8-1312-431-00-122-940-0-734 SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS										
	.00	75,695.55		75,695.55	.00	.00	.00	.00	75,695.55	100.00
8-1312-431-00-123-055-0-734 ARIEL HINOJOSA SUBD-SUBDIVISION STREETS										
	.00	92,800.00		92,800.00	.00	.00	.00	.00	92,800.00	100.00
8-1312-431-00-123-079-0-734 BASHAM #14-SUBDIVISION STREETS										
	.00	140,015.25		140,015.25	.00	.00	.00	.00	140,015.25	100.00
8-1312-431-00-123-082-0-734 BASHAM #18-SUBDIVISION STREETS										
	.00	91,242.85		91,242.85	.00	.00	.00	.00	91,242.85	100.00
8-1312-431-00-123-111-0-734 BLUE STAR ENTERPRISE #2-SUBDIVISION ST.										
	.00	146,643.75		146,643.75	.00	.00	.00	.00	146,643.75	100.00
8-1312-431-00-123-234-0-734 DUDE HILL #1-SUBDIVISION STREETS										
	.00	42,656.46		42,656.46	.00	.00	.00	.00	42,656.46	100.00
8-1312-431-00-123-310-0-734 HAVANA LOMAS #4-SUBDIVISION STREETS										
	.00	78,600.00		78,600.00	.00	.00	.00	.00	78,600.00	100.00
8-1312-431-00-123-311-0-734 HAVANA LOMAS #5-SUBDIVISION STREETS										
	.00	47,259.67		47,259.67	.00	.00	.00	.00	47,259.67	100.00
8-1312-431-00-123-324-0-734 HILDA SUBDIVISION #2-SUBDIVISION STREETS										
	.00	84,176.06		84,176.06	.00	.00	.00	.00	84,176.06	100.00
8-1312-431-00-123-348-0-734 JARDIN TERRACE SUBDIVISION-SUBDIVSION ST										
	.00	103,589.38		103,589.38	.00	.00	.00	.00	103,589.38	100.00
8-1312-431-00-123-380-0-734 LA HOMA GROVE ESTATES-SUBDIVSION STREETS										
	.00	87,269.25		87,269.25	.00	.00	.00	.00	87,269.25	100.00
8-1312-431-00-123-397-0-734 LA SUENA SUBDIVISION-SUBDIVISION STREETS										
	.00	161,208.41		161,208.41	.00	.00	.00	.00	161,208.41	100.00
8-1312-431-00-123-470-1-734 MONICA ACRES-SUBDIVSION STREETS										
	.00	51,797.25		51,797.25	.00	.00	.00	.00	51,797.25	100.00
8-1312-431-00-123-536-0-734 PALM LAKE ESTATES #1-SUBDIVSION STREETS										
	.00	320,128.93		320,128.93	.00	.00	.00	.00	320,128.93	100.00
8-1312-431-00-123-536-1-734 PALM LAKE ESTS #1-SUBDIVSION STREET										

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS02A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio									
Original Budget		Adjustments	Adjusted Budget	Encumbrances		Expenditures		Available	Pct
				Current	Y-T-D	Current	Y-T-D		
1315 TXDOT PROJECTS									
8-1315-431-00-121-040-0-731 TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROADS									
	.00	268,156.49	268,156.49	60,113.30	60,113.30	208,043.19	208,043.19	.00	.00
8-1315-431-00-122-016-0-731 TXDOT ROW-"I" ROAD-ROADS									
	.00	415,208.62	415,208.62	75,811.28	75,811.28	47,086.10	47,086.10	292,311.24	70.40
8-1315-431-00-122-028-0-731 TXDOT ROW-S. MCCOLL ROAD-ROADS									
	.00	68,663.59	68,663.59	.00	.00	.00	.00	68,663.59	100.00
1315 TXDOT PROJECTS									
	.00	840,336.86	840,336.86	135,924.58	135,924.58	343,437.45	343,437.45	360,974.83	42.96
1331 CERT OF OBLIG,SERIES 2001									
8-1331-431-00-121-016-0-731 C.O.,2001-PCT.1-ROADS									
	.00	5,391.00	5,391.00	.00	.00	.00	.00	5,391.00	100.00
8-1331-431-00-124-021-0-731 C.O.,2001-PCT4-SUGAR(OWASSA-TRENTON)-RDS									
	.00	262,751.41	262,751.41	.00	.00	262,751.41	262,751.41	.00	.00
1331 CERT OF OBLIG,SERIES 2001									
	.00	268,142.41	268,142.41	.00	.00	262,751.41	262,751.41	5,391.00	2.01
1334 CERT OF OBLIG,SERIES 2004									
8-1334-431-00-121-025-0-731 C.O.,2004-PCT 1-ROADS									
	.00	7,780.51	7,780.51	.00	.00	.00	.00	7,780.51	100.00
8-1334-431-00-124-031-0-731 C.O.,2004-PCT4-TRENTON (I RD-FM493)-RDS									
	.00	500,000.00	500,000.00	.00	.00	.00	.00	500,000.00	100.00
8-1334-431-00-124-035-0-731 C.O.,2004-PCT4-WALLACE (FM1925-FM490)-RD									
	.00	200,000.00	200,000.00	.00	.00	.00	.00	200,000.00	100.00
1334 CERT OF OBLIG,SERIES 2004									
	.00	707,780.51	707,780.51	.00	.00	.00	.00	707,780.51	100.00
1336 CERT OF OBLIG,SERIES 2006									
8-1336-431-00-121-041-0-731 C.O.,2006-PCT.1-ROADS									
	.00	1,430,846.68	1,430,846.68	139,493.06	139,493.06	676,348.70	676,348.70	615,004.92	42.98
8-1336-431-00-121-041-0-734 C.O.,2006-PCT.1-SUBDIVISION STREETS									
	.00	127,013.60	127,013.60	13,840.60	13,840.60	51,592.50	51,592.50	61,580.50	48.48
8-1336-431-00-123-040-0-731 C.O.,2006-PCT.3-ROADS									
	.00	12,128.11	12,128.11	.00	.00	.00	.00	12,128.11	100.00
8-1336-431-00-123-045-0-731 C.O.,2006-PCT3 LAHOMA(SH495-FM1924)-RDS									
	.00	1,013,500.00	1,013,500.00	560,833.31	560,833.31	452,666.69	452,666.69	.00	.00
8-1336-431-00-123-046-0-731 C.O.,2006-PCT3-WALLACE (FM1925-FM490)-RD									
	.00	200,000.00	200,000.00	.00	.00	.00	.00	200,000.00	100.00
8-1336-431-00-124-021-0-731 C.O.,2006-PCT4-SUGAR(OWASSA-TRENTON)-RDS									
	.00	287,248.59	287,248.59	.00	.00	187,248.59	187,248.59	100,000.00	34.81
8-1336-431-00-124-029-0-731 C.O.,2006-PCT.4-ROADS									
	.00	181,859.23	181,859.23	.00	.00	.00	.00	181,859.23	100.00
1336 CERT OF OBLIG,SERIES 2006									
	.00	3,252,596.21	3,252,596.21	714,166.97	714,166.97	1,367,856.48	1,367,856.48	1,170,572.76	35.99
8 YEAR									
	2,045,848.91	18,732,038.41	20,777,887.32	2,606,404.73	2,606,404.73	4,587,933.57	4,587,933.57	13,583,549.02	65.38

AI-12503

10.A.5.

**Requesting for Payment No. 6 from Enriquez Enterprises for Hidalgo County
Headstart Kitchen
CC REGULAR**

Date: 12/02/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 6 in the amount of \$45,624.70 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Alex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO 600547
Funding Available

Attachments

Link: Payment No. 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:27 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:38 PM	APRV
3	Erika Reyna	Erika Reyna	11/26/2008 09:19 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Rocio Villarreal
Started On: 11/25/2008 11:00 AM
Final Approval Date: 11/26/2008

November 20, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment #6 submitted by Enriquez Enterprises, Inc. in the amount of **\$45,624.70**.
2. Affidavit and Partial Waiver of Lien #6 dated October 31, 2008.
3. Statement of Surety Company for Review of Application for Payment #6 dated November 10, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.



Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER County of Hidalgo

PROJECT: Hidalgo County Headstart

APPLICATION NO: Six

Distribution to:

Central Kitchen

Edinburg, TX 78539

FROM CONTRACTOR:

VIA ARCHITECT Rike-Ogden-Figueroa Architects

Enriquez Enterprises, Inc.

1007 Walnut Ave.

P.O. Box 2999

McAllen, TX 78501

PERIOD TO: October 2008

☒ OWNER
☒ ARCHITECT
☐ CONTRACTOR

Edinburg, TX 78540

CONTRACT FOR:

General Construction

CONTRACT DATE: March 2008

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Enriquez Enterprises, Inc.

By:  Date: Oct. 31, 2008

State of: Texas County of: Hidalgo

Subscribed and sworn to before me this 31st day

Notary Public:

My Commission expires: 4-19-2012



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 45,624.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By:  Date: 11-17-08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

1. ORIGINAL CONTRACT SUM \$722,000.00
2. Net change by Change Orders \$722,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$722,000.00
4. TOTAL COMPLETED & STORED TO DATE \$672,530.00
(Column G on G703)
5. RETAINAGE:
 - a. 5 % of Completed Work 33,626.50
(Column D + E on G703)
 - b. 5 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703) 33,626.50
6. TOTAL EARNED LESS RETAINAGE 638,903.50
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) 593,278.80
8. CURRENT PAYMENT DUE \$45,624.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 83,096.50
(Line 3 less Line 6)

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF 6 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Six
Oct. 31, 2008
October 2008
Forty-Nine
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bonds & Insurance	\$14,000.00	\$14,000.00		\$1,050.00		\$14,000.00	100.00%		\$700.00
2	General Conditions	\$15,300.00	\$14,250.00				\$15,300.00	100.00%		\$765.00
3	Supervision	\$24,000.00	\$24,000.00				\$24,000.00	100.00%		\$1,200.00
4	Temporary Fence/Barricade	\$5,000.00	\$5,000.00		\$1,000.00		\$5,000.00	100.00%		\$250.00
5	Dumpster/Trash Removal	\$6,000.00	\$5,000.00				\$6,000.00	100.00%		\$300.00
6	Equipment Rental	\$4,500.00	\$4,500.00				\$4,500.00	100.00%		\$225.00
7	Progress Cleaning	\$3,000.00	\$3,000.00				\$3,000.00	100.00%		\$150.00
8	Field Engineering	\$1,500.00	\$1,500.00		\$2,500.00		\$1,500.00	100.00%		\$75.00
9	Temporary Light	\$2,500.00					\$2,500.00	100.00%		\$125.00
10	Building Pad/Select Fill	\$13,620.00	\$13,620.00				\$13,620.00	100.00%		\$681.00
11	Utilities: Sewer	\$16,155.00	\$16,155.00				\$16,155.00	100.00%		\$807.75
12	Utilities: Water	\$17,500.00	\$17,500.00				\$17,500.00	100.00%		\$875.00
13	Utilities: Storm	\$4,274.00	\$4,274.00				\$4,274.00	100.00%		\$213.70
14	Asphalt Paving (Site Work)	\$30,807.00	\$30,807.00				\$30,807.00	100.00%		\$1,540.35
15	Concrete Paving (Site Work)	\$3,600.00	\$3,600.00				\$3,600.00	100.00%		\$180.00
16	Concrete Curb & Gutter (Site Work)	\$4,512.00	\$4,512.00				\$4,512.00	100.00%		\$225.60
17	Final Grading & Swells	\$2,500.00	\$2,500.00				\$2,500.00	100.00%		\$125.00
18	Termite Control	\$531.00	\$531.00				\$531.00	100.00%		\$26.55
19	Concrete Foundation	\$20,200.00	\$20,200.00				\$20,200.00	100.00%		\$1,010.00
20	Reinforcing Steel: Foundation	\$7,058.00	\$7,058.00				\$7,058.00	100.00%		\$352.90
21	Concrete Pump	\$1,500.00	\$1,500.00				\$1,500.00	100.00%		\$75.00
22	Concrete Sidewalks (Site Work)	\$6,920.00	\$6,920.00		\$1,000.00		\$6,920.00	100.00%		\$346.00
23	Light Pole (Site Work)	\$1,000.00					\$1,000.00	100.00%		\$50.00
24	Masonry	\$44,000.00	\$44,000.00				\$44,000.00	100.00%		\$2,200.00
25	Reinforcing Steel: Masonry	\$0.00								\$0.00
26	Splash Blocks	\$500.00	\$500.00				\$500.00	100.00%		\$25.00
27	Structural Steel	\$47,000.00	\$47,000.00				\$47,000.00	100.00%		\$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	\$800.00	\$800.00				\$800.00	100.00%		\$40.00
29	Custom Cabinets	\$1,500.00	\$1,500.00				\$1,500.00	100.00%		\$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF 6 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Six
 APPLICATION DATE: Oct. 31, 2008
 PERIOD TO: October 2008
 ARCHITECTS PROJECT NO: Forty-Nine

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
30	Dampproofing & Waterproofing	\$9,200.00		\$9,200.00			\$9,200.00	100.00%		\$460.00
31	Joint Sealers	\$5,000.00		\$5,000.00			\$5,000.00	100.00%		\$250.00
32	Hollow Metal Frames & Doors	\$7,386.00		\$7,386.00			\$7,386.00	100.00%		\$369.30
33	Wood Doors	\$2,170.00		\$2,170.00			\$2,170.00	100.00%		\$108.50
34	Finish Hardware	\$8,450.00		\$8,450.00			\$8,450.00	100.00%		\$422.50
35	Installation of HMF, Doors, & Hardware	\$6,000.00		\$6,000.00			\$6,000.00	100.00%		\$300.00
36	Special Doors	\$1,756.00		\$1,756.00			\$1,756.00	100.00%		\$87.80
37	Installation of Special Door	\$500.00		\$500.00			\$500.00	100.00%		\$25.00
38	Glass & Glazing	\$890.00		\$890.00			\$890.00	100.00%		\$44.50
39	Gypsum Drywall	\$5,600.00		\$5,600.00			\$5,600.00	100.00%		\$280.00
40	Portland Cement Plaster	\$7,800.00		\$7,800.00			\$7,800.00	100.00%		\$390.00
41	Ceramic Tile Floor Finish	\$2,850.00		\$2,850.00			\$2,850.00	100.00%		\$142.50
42	Acoustical Ceilings	\$12,600.00		\$8,000.00	\$4,600.00		\$12,600.00	100.00%		\$630.00
43	Resilient Base	\$2,400.00		\$2,400.00			\$2,400.00	100.00%		\$120.00
44	Painting	\$12,000.00		\$12,000.00			\$12,000.00	100.00%		\$600.00
45	Lockers	\$5,000.00		\$5,000.00			\$5,000.00	100.00%		\$250.00
46	Identifying Devices	\$602.00		\$602.00			\$602.00	100.00%		\$30.10
47	Fire Extinguishers/Cabinets	\$650.00		\$650.00			\$650.00	100.00%		\$32.50
48	Toilet Accessories	\$1,934.00		\$1,934.00			\$1,934.00	100.00%		\$96.70
49	Installation of Specialty Items	\$2,800.00		\$2,800.00			\$2,800.00	100.00%		\$140.00
50	Food Service Equipment	\$32,975.00		\$32,975.00			\$32,975.00	100.00%		\$1,648.75
51	Mapes Canopies	\$5,146.00		\$5,146.00			\$5,146.00	100.00%		\$257.30
52	Plumbing	\$71,361.00		\$56,361.00	\$12,000.00		\$68,361.00	95.80%	\$3,000.00	\$3,418.05
53	HVAC	\$62,000.00		\$62,000.00			\$62,000.00	100.00%		\$3,100.00
54	Electrical	\$81,400.00		\$59,807.00	\$21,593.00		\$81,400.00	100.00%		\$4,070.00
55	Permits	\$3,000.00		\$3,000.00			\$3,000.00	100.00%		\$150.00
56	Landscape Allowance	\$6,000.00							\$6,000.00	\$0.00
57	Betterment Allowance	\$12,000.00							\$12,000.00	\$0.00
58	Final Clean-up	\$1,470.00							\$1,470.00	\$0.00

AIA DOCUMENT G703

PAGE OF 6 PAGES

APPLICATION NO:

APPLICATION DATE:

ARCHITECT'S PROJECT NO.:

Six
Oct. 31, 2008
October 2008
Forty-Nine

[illegible]

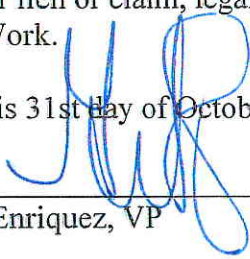
AFFIDAVIT AND PARTIAL WAIVER OF LIEN #6
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez**, who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").
2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 31st day of October 2008

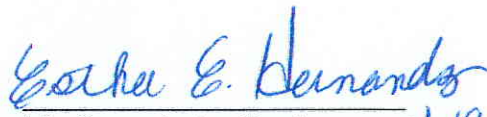
By: 
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 31st day of October 2008, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas


My Commission Expires on: 4-19-2012

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. six submitted by Enriquez Enterprises, Inc., the Contractor, for work performed for Hidalgo County Headstart Central Kitchen and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County."

Signature of Surety:



Andy Alvarez
Valley Insurance Providers
Bonding Agent

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

November Vanessa Rotz on the 10 day of November, 2008


Notary Public for the State of Texas

AI-12498

10.A.6.

**Elmo Document Camera
CC REGULAR**

Date: 12/02/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

District Attorney's Office:

Requesting authority to purchase (2) HV-5100XG Elmo Document Cameras and related accessories/items through the County's membership/participation with TASB Buyboard's awarded vendor Audio Visual Aids Corp. contract # 242-06 through requisition # 143350 in the total amount of \$5,185.00, which includes delivery fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-412-00-080-002-0-743

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in Req #143350 is \$5,185.00 for Audio Visual Aids Corp. as of 11/25/08.

Attachments

Link: Document Cameras

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:20 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:36 PM	APRV
3	Roland Garcia	Rolando Garcia	11/25/2008 03:18 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Matilde Faz
Started On: 11/25/2008 10:06 AM

Final Approval Date: 11/26/2008

Requisition

Req # 00143350

PO #

Date: 11/10/08

*Regular
12/2/08
12498*

Bill To: x
x

Vendor : 228745
AUDIO VISUAL AIDS CORP.
2903 N. FLORES ST.
SAN ANTONIO TX 78212-3297

Ship To: Hidalgo County District Attorney
100 North Clossner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	HV-5100XG ELMO DOCUMENT CAMERA	2,109.00	4,218.00
2.00	EACH	HQ60Y HARD CASE FOR HV-5100XG	449.00	898.00
1.00	EACH	SHIPPING	69.00	69.00
		Account No _____	Encumbrance	
		8-1100-412-00-080-002-0-743	5,185.00	
			Freight	.00
			Total	5,185.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TASB

Authorized By: _____

Vendor Contract Information

[Proposal Documents](#)

[Back](#)

Vendor: Audio Visual Aids Corp.

Address: 2903 North Flores Street
San Antonio, TX 78212

Phone: (800) 421-1282

Contact: Justin Jones

Email: avacorp@audiovisualaids.com

Website: www.audiovisualaids.com

Federal ID: 74-1259901

Accepts RFQs: Yes

Contract: Audio Visual Equipment and Supplies #242-06

Effective Date: 6/1/2006

Expiration Date: 5/31/2009

Payment Terms: Net 30 days

Delivery Days: 21

Shipping Terms: Freight prepaid by vendor

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: Freight prepaid and added to invoice.

Additional Information: Returns within 30 days with original packaging for full credit or exchange.
After 30 days, subject to restocking fee.

[\[Log Out \]](#)

©1996 - 2008 TASB
ALL RIGHTS RESERVED

Attn: Blanca
292-7612

Millennium Edition - Copyright Widenhauer Systems Corp. 1997 - 2007

Action Edit Query Block Record Field Window Help

Mode: Entry

Copy Requisitions - FOUTL02A 10/11/2007 10:00 am

Requisition No. 00143350 Vendor ALDO VISUAL AIDS CORP.
 Po No. Address 2900 N. FLORES ST.
 Date Entered 11-10-2008 SAN ANTONIO TX 78212-3297
 Status Needs Approval by DA

Copy Requisition
 Requisition #
 Date Entered
 Make Current User Owner
 Include Accounting ☒ Process

Line No.	Quantity	Description	Unit Price	Payment Amount
1	2	HV-5100XG ELMO DOCUMENT CAMERA	2,109.00	4,218.00
2	2	HODDY HARD CASE FOR HV-5100XG	449.00	898.00
3	1	SHIPPING	69.00	69.00
Total				5,185.00

Account Number	Description	Account Balance	Amount
6-1100-112-00-080-002-0-743	CRM DA-OFFICE EQUIPMENT	0,000.00	5,185.00

Record: 1/1 <DBS> <DBG>

11/10/2008
[Signature]

RECEIVED
 NOV 13 2008
C. 2:05pm

PROPOSAL

Audio Visual Aids Corp

2903 N. Flores St. San Antonio, TX 78212
Phone: 1-800-422-1282 Toll Free Fax: 1-800-854-8140
Fed. I.D. 74-1259901
e-mail: avacorp@audiovisualaids.com
Website: www.audiovisualaids.com

PROPOSAL SUBMITTED TO:

Date: 11/5/2008

Hidalgo County DA office

		QTY	PRICE	TOTAL
HV-5100XG	Elmo Document Camera	2	\$2,109.00 ✓	\$4,218.00 ✓
HQ60Y	Hard case for HV-5100XG List price: 539.00	2	\$449.00 ✓	\$898.00 ✓

SHIPPING CHARGES

\$69.00

TOTAL \$5,185.00 ✓

1. Quotation, 90 Days ✓
2. Terms Net 30 Days, 1.5% finance charge EOM on overdue accounts.

By: **Chris Thompson**
cthompson@audiovisualaids.com

Roy Cazares

From: Chris Thompson [cthompson@audiovisualaids.com]
Sent: Wednesday, November 05, 2008 1:35 PM
To: roy.cazares@da.co.hidalgo.tx.us
Subject: Document Camera Quote
Attachments: hidda.pdf

Here is your quote.

Please let me know if there is anything else I can help you with!

Thank you,

Chris Thompson

www.audiovisualaids.com



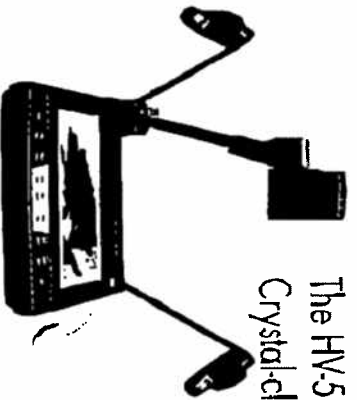
AUDIOVISUALAIDS

4200 NORTH CENTRAL AVE.

O: 1-800-422-1282 F: 1-800-854-8140

The HV-5100XG offers versatile features for high quality presentations. Crystal-clear XGA reproduction at 20fps presents any moving and still objects with clarity and persuasion.

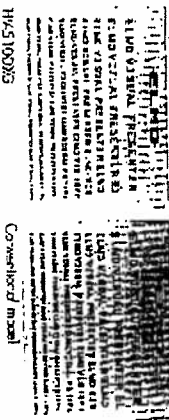
Superior Image Clarity makes Difference.



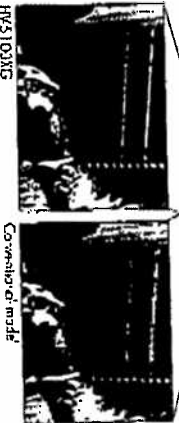
Unrivaled Clarity of Image

UMC's technology has put up a new standard of image quality. The newly developed CCD pixel interpolation circuit faithfully reproduces even the finest differences of colors, and our improved image processing formula effectively minimizes noise on the images.

Comparison of quality



Conventional model

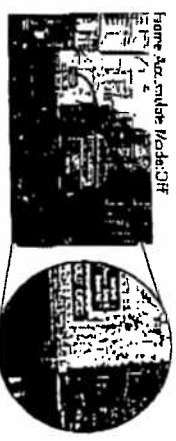


Conventional model

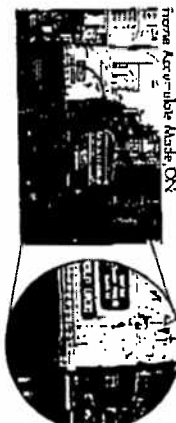
F.A.M. (Frame Accumulate Model)

UMC's ultra quality for even better image quality has made this breakthrough come true. By accumulating the frames, random noises are greatly reduced and the images produced are crystal-clear.

Frame Accumulate Model: CIF



Frame Accumulate Model: XGA



20 frames/sec. Smooth Motion Image

Moving objects can also be captured and reproduced with high image quality at 20 fps, transmitting more impressive presentations are guaranteed by presenting real-time motion of moving objects.



High pixel sensitivity. If a signal is as low as 1/10000, the image is still clear. In contrast, conventional cameras require a signal of 1/1000. This means that the HV-5100XG can capture much more detail than conventional cameras.

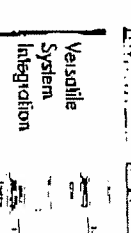
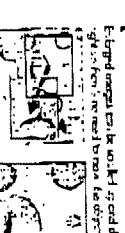


Simple Operation

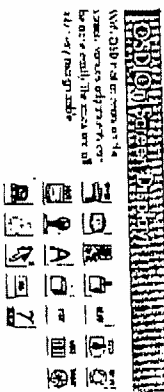
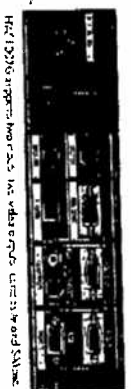


By using the HV-5100XG, you can easily operate the camera. The camera is designed to be easy to use, even for beginners.

Screen Scroll Function



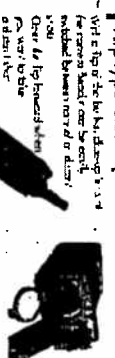
Versatile System Integration



Convenient Rotating Camera Head

The camera head can be rotated 360 degrees. This allows you to capture images from any angle. The camera head is also equipped with a flip-type close-up lens.

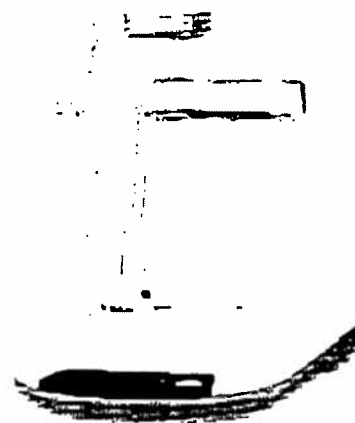
Flip-type close-up lens



Other Convenient Features

- Mega / Post conversion
- Color / B&W selection with aperture connection
- Freeze function
- Edge enhancement
- 8 picture memory
- Gamma selection
- Image rotation
- Down Converter for main camera & RGB inputs
- User Reset (B mode)
- Wireless Remote
- Electronic printer

- ▶ Live image capture with smooth 20 fps
- ▶ Free angle camera and lens arms
- ▶ 128X 256X for infinite detail focus, 16x optical and 8x digital
- ▶ Split-Screen live video and stored image comparison
- ▶ Save moving images in AVI or WMV video format to PC through USB connection
- ▶ SD Memory Card image, 2-split, 16-split
- ▶ DVI and RGB outputs easily connect to Multimedia projection
- ▶ Convenient up-front control panel with 300 Dini Zoom
- ▶ Control panel ONT button assigns frequent functions
- ▶ HQD In, Video Out, S-Video Out, RS-232C connections
- ▶ Lightweight, just over 10 lbs, (4.7kg), compact
- ▶ AC 100 to 240V Power source



Moving and Still Image Capture with Exceptional Detail.

[View A Demo](#)

P30S Digital Visual Presenter

- ▶ 1,35-megapixel CMOS image sensor
- ▶ Advanced 64x zoom and auto focus
- ▶ 30 fps for smooth motion display
- ▶ XGA, SXGA and 720P HD (16:9) resolutions
- ▶ Clear text mode
- ▶ Built-in 3.5-inch LCD monitor
- ▶ Flexible free-angle camera arm
- ▶ Easy access to primary functions
- ▶ Quick setup
- ▶ USB 2.0 PC interface
- ▶ SD card-ready
- ▶ Displays a variety of materials presented clearly and directly
- ▶ Real-world materials, not virtual representations



The Clearest, Cleanest Imaging Visual Presenter in the World

HV-5100XG Digital Visual Presenter

- ▶ 850,000 pixels Progressive Scan CCD
- ▶ Moving picture output at 20 frames per second
- ▶ Incredible noise reduction with Frame Accumulate
- ▶ Amazing 30x magnification & 'One-Push' auto-focus
- ▶ Retracting camera head with flip-top clear up lens
- ▶ Screen scroll eliminates need to move input object
- ▶ Wide range of peripheral input/output jacks
- ▶ USB port for fast image download to PC
- ▶ Wireless remote and mouse controls

#2, 050.00



AI-12483

10.A.7.

**Auctioneer Services
CC REGULAR**

Date: 12/02/2008

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action to reject responses received for RFB No. 2008-370-11-05-YSI- Hidalgo County for Auctioneer Services inasmuch as responses received did not meet specifications and/or requirements; with authority to re-advertise same.

BACKGROUND

Fiscal Impact

Attachments

Link: [draft specs](#)

Link: [draft agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:12 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:30 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	11/26/2008 09:59 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Yvette Islas

Started On: 11/24/2008 01:48 PM

Final Approval Date: 11/26/2008

Exhibit "A"

HIDALGO COUNTY BID SPECIFICATIONS "AUCTIONEER SERVICES"

BID NO.: # 08-000-00-00-YSI

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations. ***A copy of all the bidder's Auctioneer License and Independent Dealer General Distinguishing Number or GDN must be submitted along with bid for:***

- A. Trailer/Semi-Trailer
- B. Independent Motorcycles/All Terrain Vehicles
- C. Travel Trailers
- D. Small Vehicles (i.e. cars, pick-ups, sport utility vehicles)

NOTE: Refer to Texas Department of Transportation form LP021 of the Motor Vehicle Division for clarification.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will maintain through out the contract term, all insurances and its limits for **Automobile, General, Worker's Compensation Insurance and all licenses held**. (Refer to Exhibit "C").
5. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer location or wherever auctioneer stores property inclosing but not limited to the following;

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;

DRAFT

- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS;
6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.
7. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
Option A). Auctioneer's premises
Option B). County-owned sites
Option C). On-line auctions whether thru the auctioneers or at the County's designated website
8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.
9. **Statutory Notification:**
The County will publish at its own expense, pursuant to Chapter 263.153, Of the Texas Local Government Code:
"(a) The Commissioner's Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale."
10. **Promotion of Sale through Auction:**
A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
B). Auctioneer **shall provide proof** of such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.
11. Services to be provided by the Auctioneer and staff at **no expense** to Hidalgo County and all mentioned parties shall include, but not limited to, the following:
A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;
B). Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and **will submit an inventory status report** to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;
C). County vehicles to be physically inspected by auctioneer and a log form (see attached) to be prepared. Vehicles (confiscated, seized, forfeited, etc.) taken to auctioneer's premises by HIDTA, District Attorney's Office, DPS, and Sheriff's Department should also be physically inspected and a log form (see attached) completed by the auctioneer as vehicles arrive to the Auctioneer's premises. All log forms prepared by the auctioneer shall be submitted to the Purchasing Department – Fixed Asset Division no later than 48 hours after the vehicle arrives at the Auctioneer's premises. Vehicles should remain at one location at the Auctioneer's premises and **not moved until the vehicles are released for auction or if the vehicles need to be relocated. Unnecessary mechanical repairs should not be done to vehicles.**
D). Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.
E). Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;
F). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than fifteen (15) working days from the date of the auction.
G). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for

assistance from the Purchasing Department's Fixed Asset Division if required for resolution.

- H). Auctioneer will provide towing service on an **"AS NEEDED BASIS"** to the County;
 - I). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse (**minimum of 1,000 sq.ft.**), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
 - J). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.
 - K). Auctioneer shall video tape or record all auctions and submit copies to the County.
 - L). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.
 - M). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.
12. A.) No storage fees will be assessed to the County during and at the end of the contract term for any items listed on 1 A., B., C., D and E.
- B.) No storage fees will be assessed to the County listed on 1 A., B., C. D., and E if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.
13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.
14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.
15. In the event that the Auctioneer can not respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.
16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.
17. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record any and all auction sales.
18. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract

DRAFT

does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
3. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month day, 2008 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, Month day, 2008 by 5:00 pm.

DRAFT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR AUCTIONEER SERVICES
C-08-000-00-00

THIS AGREEMENT FOR AUCTIONEER SERVICES (the "Agreement") is entered into effective as of this the _____ day of _____, 2008 by and between **HIDALGO COUNTY, TEXAS**, ("County") and _____, ("Company").

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property belonging to County: and

WHEREAS, Auctioneer has submitted a proposal to provide the services required by County in accordance with the request for Bids attached hereto as Exhibit "A" and Auctioneer bid proposal attached hereto as Exhibit "B" and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

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 are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, Auctioneer agrees that it will perform the following services for and on behalf of County, in exchange for the consideration herein expressed (the "Services"): advertising of the sale in at least two issues of the proper local newspaper (including proper disclosures pursuant to Chapter 263 of the Texas Local Government Code). Labeling and set-up of items prior to the auction, preparation and clearing of all auction proceeds prior to delivery of goods to buyer, preparation of all paperwork necessary to transfer title to personal property, issuance of a cashier's check to County for the net sale proceeds, and collection deposit of all sales taxes.

DRAFT

2. For and in consideration of Auctioneer's services hereunder, County agrees to pay Auction a fee equal to _____ percent (____%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales.

3. The term of this agreement shall be for a period of one (1) year from the effective date hereof, as first-above written. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. Auctioneer represents and warrants to County as follows:

- (a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.
- (b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B"
- (c) Auctioneer has been issued a Texas motor vehicle dealer "P" number, as evidenced by Attachment #1 to Exhibit "B".
- (b) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranty that any such auction will occur.
- (e) Auctioneer is not required to maintain Workers' Compensation Insurance pursuant to the applicable provisions of Texas Labor Code.
- (f) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating A five-hundred thousand general liability insurance policy, naming County as an additional insured, with limits of at least \$300,000 providing additional coverage to all underlying liabilities consistent with potential exposure of County in accordance with the Texas

Tort Claims Act. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise.

(g) County and Auctioneer agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

6. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo County Financial Disruption Task Force, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage of such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "C" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. The storage area provided by Auctioneer will consist of three (3) acres, fenced, controlled access compound, with guard dog.

7. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in arranging for the transfer of items that are to be

auctioned.

8. The storage area provided by Auctioneer pursuant to Paragraph 6, above, will be open for business at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

9. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be canceled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

10. Unless minimum bids are otherwise specified by County in writing prior to the conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

11. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

12. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein as a result of this Paragraph II, the provision set forth in the text of this Agreement shall control

over the term or condition expressed in the provisions incorporated herein by this Paragraph II.

13. Miscellaneous Provisions

13.01 **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.

13.02 **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.

13.03 **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 County and Auctioneer, and not otherwise.

13.04 **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.

13.05 **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, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

with copy to: Hidalgo County Purchasing Department
Attention: Purchasing Agent
100 E. Cano, 4th Floor
Edinburg, Texas 78539

If to Auctioneer _____

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.

13.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13.07 **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.

13.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

13.09 **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.

13.10 **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.

13.11 **Authority to Execute.** The execution and performance of this Agreement by County and Auctioneer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Auctioneer in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement,
effective as of the day and year first above written.

COUNTY OF HIDALGO

Juan D. Salinas, III County Judge

ATTEST :

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, LLP

By: Stephen L. Crane

DRAFT

AI-12479**10.A.8.****Authority to Purchase through CO-OPs
CC REGULAR****Date:** 12/02/2008**Submitted By:** Matilde Faz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Hidalgo County

Information**CAPTION**

A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

Vendor	Contract Description	Contract Number
Carrier Corporation	HVAC Equipment & Supplies & Insulation of HVAC Equipment	#305-08
Audio Visual Aids Corp.	Audio Visual Equipment & Supplies	#242-06
Moore Medical LLC	First Aid Supplies & Equipment	#294-08

B. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

DLT Solutions, Inc.		DIR-SDD-513
SHI Government Solutions, Inc.		DIR-SDD-198

with term of authority to purchase from contracts detailed herein (Items A & B) commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2008**ACCT. #:** Various**FUNDS AVAILABLE Y/N?:** Yes**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Funding for this item is on an "As Needed" basis to be determined by user department and/or budget office at time of purchase.

AttachmentsLink: Authority to Purchase DIR Vendors

Link: [Authority to Purchase Buyboard Vendors](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:09 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:29 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/25/2008 03:53 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Matilde Faz
Started On: 11/24/2008 11:13 AM

Final Approval Date: 11/26/2008



DIR Store - Products and Services

- [Buyer Alerts](#)
- [Overview](#)
- [Go DIRect Program](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

Related Information

- [Contracting and Procurement Services Division](#)
- [Current Contracting Initiatives](#)

Search DIR

Enter text here

[Advanced Search](#)

Go Direct

for Autodesk (Non-GIS) Software & Services

DLT Solutions, Inc. (DLT), Vendor ID 154-159-9882-000, offers Autodesk software and services to Texas governmental and public educational entities at discounted prices through DIR's [Go DIRect Program](#).

- [Available Products and Services](#)
- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

Available Products and Services

- **Products:** All software published by Autodesk Corporation.
- **Services:** Installation, support services, warranty, product maintenance, and product training.

Note: This contract excludes all products and services for GIS software published by Autodesk Corporation. For Autodesk GIS software please see Contract No. [DIR-SDD-491](#).

How to Order

- For product and pricing information, visit the DLT website (**not currently available**) or call the vendor representative at 703-708-9127.
- Generate a purchase order, made payable to **DLT Solutions, Inc.**
Note: You must reference **Contract Number DIR-SDD-513** on your purchase order.
- Fax your purchase order to DLT Solutions at 703-709-8450.

Contract Information

To view the PDF files below, use the free [Adobe Acrobat Reader](#).

[DIR-SDD-513](#) Contract expires 05/09/2009 (33 KB)
[Appendix A, Standard Terms and Conditions](#) (68 KB)

[Appendix B, HUB Subcontracting Plan \(79 KB\)](#)
[Appendix C, Product and Pricing Index, updated 05/09/2009 \(44 KB\)](#)
[Appendix D, Software License Agreement \(43 KB\)](#)
[Appendix E, Service Agreement \(12 KB\)](#)
[Amendment I \(34 KB\)](#)

Contacts

DLT Contact

[Cathy Coggin](#)

Phone: 703-708-9127

Fax: 703-709-8450

DIR Contract Contact

[Phyllis Benitez](#)

Phone: 512-463-4854



Department of Information Resources

300 West 15th St., Suite 1300

Austin, TX 78701 ([Map & Directions](#))

1-512-475-4700

[Privacy & Security Policy](#)
[Accessibility](#) | [Open Records Policy](#)
[Link Policy](#) | [Compact with Texans](#)
[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated September 16, 2008



DIR Store - Products and Services

- [Buyer Alerts](#)
- [Overview](#)
- [Go DIRect Program](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

Related Information

- [Contracting and Procurement Services Division](#)
- [Current Contracting Initiatives](#)

Search DIR

[Advanced Search](#)

Go **DIR**ect *for Software*

SHI-Government Solutions (SHI-GS), Vendor ID 122-369-5478-500, offers software as listed below to Texas governmental and public educational entities at discounted prices through DIR's [Go DIRect Program](#). Contact SHI-GS for a customized report on your agency's purchases, provided as a part of the Go DIRect Program.

- [Available Software](#)
- [How to Order](#)
- [Contract Information](#)
- [Contacts](#)

Available Software

- [Adobe](#)
- [Attachmate](#)
- [Computer Associates](#)
- [Corel](#)
- [IBM Lotus](#)
- [Microsoft](#)
- [NetIQ](#)
- [NetManage](#) (f/k/a Wall Data)
- [Novell](#)

How to Order

- For product and pricing information, click on the brand names above, visit the [SHI-GS website](#), or call 800-870-6079.
- Generate a purchase order, made payable to **SHI-Government Solutions**. **Note:** You must reference contract number **DIR-SDD-198** on your purchase order.
- Fax your purchase order to SHI-GS at ~~512-732-0232~~.

SHI-Government Solutions address to request pricing and to order:
1250 Capital of Texas Hwy South, I-350
Austin, Texas 78746

SHI-Government Solutions address to remit payments:

P. O. Box 847434
Dallas, Texas 75284-7434

Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

[Contract DIR-SDD-198](#) expires 05/22/2009 (46 KB)
[Appendix A, Standard Terms and Conditions](#) (188 KB)
[Appendix B, Subcontracting Plan](#) (960 KB)
[Amendment 1](#) (34 KB)
[Exhibit 1, Subcontracting Plan](#) (62 KB)
[Amendment 2](#) (23 KB)
[Amendment 3](#) (25 KB)
[Amendment 4](#) (16 KB)
[Amendment 5](#) (17 KB)
[Amendment 6](#) (21 KB)
[Amendment 7](#) (42 KB)
[Amendment 8](#) (24 KB)
[Amendment 9](#) (21 KB)

Contacts

[SHI-GS Contact](#)
Phone: 800-870-6079
Fax: 512-732-0232

DIR Contract Contact
[Phyllis Benitez](#)
Phone: 512-463-4854



Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 ([Map & Directions](#))
1-512-475-4700

[Privacy & Security Policy](#)
[Accessibility](#) | [Open Records Policy](#)
[Link Policy](#) | [Compact with Texans](#)
[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Moore Medical LLC

Address: 1690 New Britain Ave.
Farmington, CT 06032

Phone: (800) 234-1464

Contact: Bonnie Irish

Email: birish@mooremedical.com

Website: www2.mooremedical.com

Federal ID: 20-2046702

Accepts RFQs: Yes

Contract: First Aid Supplies and Equipment #294-08

Effective Date: 6/1/2008

Expiration Date: 5/31/2011

Payment Terms: Net 30 days

Delivery Days: 3

Shipping Terms: Freight prepaid by vendor and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Quote Reference Number: 294-08

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: Freight will be prepaid and added to invoice. Handling fee will be waived on inventory items only. Non-inventory items on orders under \$100 will be charged \$11 handling fee. SOI and HZD fees will remain the customer's responsibility.

Return Policy: Returns must be made within 30 days. Special/custom orders cannot be returned.

[[Log Out](#)]

©1996 - 2008 TASB
ALL RIGHTS RESERVED

Vendor Contract Information

[Proposal Documents](#)

[Back](#)

Vendor: Audio Visual Aids Corp.

Address: 2903 North Flores Street
San Antonio, TX 78212

Phone: (800) 421-1282

Contact: Justin Jones

Email: avacorp@audiovisualaids.com

Website: www.audiovisualaids.com

Federal ID: 74-1259901

Accepts RFQs: Yes

Contract: Audio Visual Equipment and Supplies #242-06

Effective Date: 6/1/2006

Expiration Date: 5/31/2009

Payment Terms: Net 30 days

Delivery Days: 21

Shipping Terms: Freight prepaid by vendor

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: Freight prepaid and added to invoice.

Additional Information: Returns within 30 days with original packaging for full credit or exchange.
After 30 days, subject to restocking fee.

[\[Log Out \]](#)

©1996 - 2008 TASB
ALL RIGHTS RESERVED

Regular
X 12/4/09
12/2/08

Vendor Contract Information[Proposal Documents](#)[Back](#)**Vendor:** Carrier Corporation**Address:** 9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269**Phone:** (704) 599-4550**Contact:** Kristen Scutella**Email:** kristen.scutella@carrier.utc.com**Website:** www.carrier.com**Federal ID:** 06-0991716**Accepts RFQs:** Yes**Contract:** HVAC Equipment & Supplies & Insulation of HVAC Equipment #305-08**Effective Date:** 10/1/2008**Expiration Date:** 9/30/2011**Payment Terms:** 1% in 10/Net 30 days**Delivery Days:** 10**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Common Carrier**Quote Reference Number:**

JEB-07292008

Regions Served: All Texas Regions**States Served:** All States**Vendor Exceptions:** Freight will be prepaid and added to invoice.**Return Policy:** Return policy is specific to products being quoted. There are different return policies applicable to the various products Carrier manufacturers or provides. All returns require approval.**Additional Dealers:** Robert Madden Industries[\[Log Out \]](#)©1996 - 2008 TASB
ALL RIGHTS RESERVED

AI-12472

10.A.9.

SIXTY (60) DAY EXTENSION FOR: TRAFFIC ROAD SIGNS, ACCESSORIES & SUPPLIES

CC REGULAR

Date: 12/02/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to utilize the County's option to exercise the sixty (60) day grace period under the same rates, terms and conditions for the current extended contract in place while procurement process is completed for the following:

A. E-07-457-11-20-Traffic Road Signs And Miscellaneous Equipment with Delta Specialties Signs and Supplies

B. E-07-457A-11-20-Traffic Road Signs And Miscellaneous Equipment with Custom Products Corporation

BACKGROUND

Request is for the current extended contracts, to expire with the sixty (60) day extension on February 19, 2009 or upon completion of the procurement process which ever comes first.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Utilizing Various County Budget Account Numbers. This is a countywide contract used by various county depts.

Some of the accounts used:

Account#	Available balance as of 11-26-08
8-1201-431-00-121-005-0-679	\$ 5,037.12
8-1202-431-00-122-006-0-679	\$ 9,299.76
8-1203-431-00-123-005-0-679	\$10,720.23
8-1204-431-00-124-007-0-679	\$ 5,414.51
8-1201-431-00-121-005-0-613	\$ 9,082.87
8-1202-431-00-122-006-0-613	\$ 8,877.36
8-1212-452-00-122-008-0-679	\$ 1,276.56
8-1100-419-40-220-001-0-679	\$ 2,982.60

Attachments

Link: [Delta Specialties](#)

Link: [CUTOM PRODUCTS CORP.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 01:56 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/26/2008 11:29 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW
Form Started By: Vangie Garcia			Started On: 11/21/2008 04:38 PM	

Final Approval Date: 11/26/2008

November 20, 2008

Mr. Martin Pena
Delta Specialties Signs and Supplies
RR1 Box 276
Edinburg, Texas 78539

Via E-Mail: delta.signs@yahoo.com

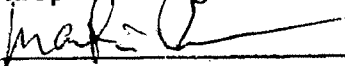
**Re: Sixty (60) Day Extension - "E-07-457-11-20-Traffic Road Signs
And Miscellaneous Equipment"**

Dear Mr. Pena:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 2, 2008 to exercise the option to exercise the **sixty (60) day grace period** for the current extended contract in place while procurement process is completed. Expiring on **February 19, 2009** or, **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend the sixty (60) day extension of the extended contract in place under the same rate, term and conditions by signing below and returning to the Purchasing Department by no later than, Friday, November 21, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contracts Mgr. and/or by E-Mail: evangelina.garcia@co.hidalgo.tx.us

Delta Specialties Signs And Accessories & Custom Products

By: 

Date: 11-21-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: Yvette Islas, Buyer
Hidalgo County Purchasing Department
yvette.islas@co.hidalgo.tx.us

File

CONTRACT INFORMATION

THIS CONTRACT IS:
ACTIVE

CONTRACT TYPE:
Renewal -Extension

BID NO. BUYER DEPARTMENT
2007457 MAM HIDALGO COUNTY(ALL FUNDING SOURCES)

BID REMARKS
CONTRACT PURPOSES ONLY. 1 YR APPROVAL OF CONTRACT
ON 11/20/07 WITH DELTA SPECIALTIES

DESCRIPTION
TRAFFIC ROAD SIGNS AND MISCELLANEOUS EQUIPMENT

CONTRACT NO. CONTRACT MANAGER CONTRACT AWARD FOR DEPT (1)
E-07-457-11-20 MARY Hidalgo County

AWARDED VENDOR INSURANCE GEN LIA INSR AUTO LIA INSR WKMANS COMP
Delta Specialities Signs & Accessories & Custom Products EXPIRATION DATES: 07/09/08 07/09/08 07/09/08

Corp: CONTRACT TERM: 60 DAY EXTENSION RENEWED/EXTENDED ☐
STARTING DATE ENDING DATE: 12/19/07 12/18/08 START DATE END DATE REFER TO NEW CONTRACT NO. _____
EXPIRES UPON COMPLETION ☐ RENEWAL OPTION(S) NONE RENEWABLE

Multiple Award? YES ☒ NO ☐ Contract Scanned? YES
(If Yes See Below for Addt'l Info.)

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
E-07-457A-12-18	Custom Products Corp	Hidalgo County	01/02/08	01/02/08
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	Ins Exp Date 7
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10	

CONTRACT COMMENTS:

2008-

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:	UNIT:	PRICE:
ITEM DESCRIPTION:		

LAST UPDATED ON:
1/4/2008



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2007

Mr. Martin Pena
Delta Specialties Signs and Supplies
RR1 Box 276
Edinburg, Texas 78539

Re: Contract for Traffic-Road Signs and Accessories & Supplies.

Dear Mr. Pena:

In reference to the above contract (C-06-318-12-19) which expires on the 18th of December, 2007 This will serve as the County's intent to consider, discuss and take action on its option to renew this contract under the same rate, terms and conditions.

Indicate your acknowledgment of this notice by signing below. Please return this response by no later than 11:00 a.m, Friday, November 16, 2007.

Your cooperation in our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: Martin Pena

TITLE: Owner

Sincerely,

Mary A. Maldonado

Mary A. Maldonado,
Hidalgo County Contracts Manager

REQUIREMENTS AGREEMENT

C-06-319-12-19

THIS AGREEMENT (the "Agreement") is entered into effective as of, **December 19, 2006** by and between **Martin & Margarita Pena dba Delta Specialties Signs and Supplies**, (primary vendor)an Individual ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Traffic-Road Signs and Accessories & Supplies**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Traffic-Road Signs ,Accessories & Supplies**" in the areas of **HIDALGO COUNTY** projects for a period of one year from **December 19, 2006 to December 18, 2007** with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2006-319-00-00-otm**

SCOPE – REQUIREMENTS – INFORMATION TO BIDDERS

Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

Requirements:

Term of contract:

The term of this contract is for a period of one (1) year, with the option of Hidalgo County to extend the contract for an additional one (1) year period under the same bid prices, terms and conditions.

Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

Bid Prices:

Are firm for the contract period (one (1) year) including any options to extend. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available.

Volume:

All purchases of traffic and/or road signs will be on "an as needed basis only". There is no guarantee on annual volume. Hidalgo County will seek purchases from state awarded vendors, whenever it is in it's best interest to do so.

Primary and/or

Secondary Vendors:

One or more vendors may be designated as approved "Primary" or "Secondary" vendors for purchases from this contract through the effective period of this award. In situations when purchasing from the "Primary Vendor" is not in the best interest of the County, department may purchase from the "Secondary Vendor".

Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:

Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "A" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

BID PAGE- EXHIBIT "B"
 CATEGORY A (New Signs)

<u>2. Description</u>	<u>Size</u>	<u>Reflective</u>	<u>High Intensity</u>	<u>Diamond Grade</u>
3 Way	12"x6"	\$ _____	\$ _____	\$ _____
4 Way	12"x6"	\$ _____	\$ _____	\$ _____
4 Way	24"x18"	\$ _____	\$ _____	\$ _____
A/C & Refrigeration	18"x24"	\$ _____	\$ _____	\$ _____
All Way	18"x6"	\$ _____	\$ _____	\$ _____
Arrow Signs	48"x24"	\$ _____	\$ _____	\$ _____
Arrow Signs	20"x8"	\$ _____	\$ _____	\$ _____
Arrow Signs	15"x8"	\$ _____	\$ _____	\$ _____
Bridge Closed	30"x30"	\$ _____	\$ _____	\$ _____
Bridge Closed	48"x48"	\$ _____	\$ _____	\$ _____
Bridge Closed	36"x36"	\$ _____	\$ _____	\$ _____
Bridge Closed	48"x30"	\$ _____	\$ _____	\$ _____
Bridge Out	30"x30"	\$ _____	\$ _____	\$ _____
Brush Area	18"x24"	\$ _____	\$ _____	\$ _____
Cable/Utility Warning	9"x3"	\$ _____	\$ _____	\$ _____
Cable/Utility Warning	12"x3 1/2"	\$ _____	\$ _____	\$ _____
Cable/Utility Warning	12"x9"	\$ _____	\$ _____	\$ _____
Caution	18"x24"	\$ _____	\$ _____	\$ _____
Caution	30"x30"	\$ _____	\$ _____	\$ _____
Children At Play	24"x30"	\$ _____	\$ _____	\$ _____
Children At Play	18"x24"	\$ _____	\$ _____	\$ _____
Curve: Right or Left Curve Ahead	24"x24"	\$ _____	\$ _____	\$ _____
Curve: Right or Left Curve Ahead	30"x30"	\$ _____	\$ _____	\$ _____
Curve: Right or Left Curve Ahead	30"x36"	\$ _____	\$ _____	\$ _____
Construction Zone Warning Sign	18"x18"	\$ _____	\$ _____	\$ _____
Construction Zone Warning Sign	24"x24"	\$ _____	\$ _____	\$ _____
Construction Zone Warning Sign	30"x30"	\$ _____	\$ _____	\$ _____
Construction Zone Warning Sign	36"x36"	\$ _____	\$ _____	\$ _____
Construction Zone Warning Sign	48"x48"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	18"x18"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	24"x24"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	30"x30"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	36"x36"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	48"x48"	\$ _____	\$ _____	\$ _____
Roll Up Mesh Signs	34"x24"	\$ _____	\$ _____	\$ _____
Construction Zone/Supplemental	12"x18"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	24"x12"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	18"x24"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	30"x24"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	30"x30"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	48"x18"	\$ _____	\$ _____	\$ _____
Construction Zone/ Supplemental	48"x24"	\$ _____	\$ _____	\$ _____

3.	Construction Zone/ Supplemental	30"	\$		\$
1.	Custom Message	18"x24"	\$		\$
1.	Custom Message	30"x30"	\$		\$
1.	Dead End	24"x24"	\$		\$
1.	Dead End	30"x24"	\$		\$
1.	Dip	30"x30"	\$		\$
1.	Dip	36"x36"	\$		\$
1.	Double Arrow	48"x24"	\$		\$
1.	Fluorescent Yellow Green Safety	24"x18"	\$		\$
1.	Fluorescent Yellow Green Safety	24"x24"	\$		\$
1.	Fluorescent Yellow Green Safety	30"x30"	\$		\$
1.	Fluorescent Yellow Green Safety	36"x36"	\$		\$
1.	Fluorescent Yellow Green Safety	48"x48"	\$		\$
1.	Fresh Oil	24"x24"	\$		\$
1.	Handicap Unlimited Word/Symbol	12"x6"	\$		\$
1.	Handicap Unlimited Word/Symbol	12"x9"	\$		\$
1.	Handicap Unlimited Word/Symbol	12"x12"	\$		\$
1.	Handicap Unlimited Word/Symbol	12"x18"	\$		\$
1.	Handicap Unlimited Word/Symbol	12"x24"	\$		\$
1.	Handicap Unlimited Word/Symbol	18"x18"	\$		\$
1.	Handicap Unlimited Word/Symbol	18"x24"	\$		\$
1.	Handicap X-ing	12"x18"	\$		\$
1.	Handicap X-ing	18"x24"	\$		\$
1.	Handicap X-ing	24"x30"	\$		\$
1.	Handicap X-ing	30"x30"	\$		\$
1.	Handicap X-ing	36"x36"	\$		\$
1.	Handicap X-ing	48"x48"	\$		\$
1.	Arrow Sign	21"x12"	\$		\$
1.	Ice On Bridge	30"x30"	\$		\$
1.	Interlocal Project Signs	4'x8' Plywood (one Sided)	\$		\$
1.	Interlocal Project Signs(plywood)	4'x8' Double Sided	\$		\$
1.	Office & Shop Signs		\$		\$
1.	Keep Back 25 Feet	12"x9"	\$		\$
1.	Left to Right Marker Bridge	12"x36"	\$		\$
1.	Left to Right Marker Bridge	18"x24"	\$		\$
1.	Mattress	18"x24"	\$		\$
1.	Men Working	24"x24"	\$		\$
1.	Metal Area	18"x24"	\$		\$
1.	Mowers Ahead	36"x36"	\$		\$
1.	Mowers Ahead	48"x48"	\$		\$
1.	Narrow Bridge	24"x24"	\$		\$
1.	Narrow Bridge	30"x30"	\$		\$
1.	Neighborhood Watch	18"x24"	\$		\$
1.	No Dumping	60"x30"	\$		\$
1.	No Dumping	18"x24"	\$		\$
1.	Pavement Ends	30"x30"	\$		\$
1.	Pedestrians	36"x36"	\$		\$

1.	Pedestrians		\$		\$
2.	Pedestrians		\$		\$
3.	Public/Private Parking	12"x18"	\$		\$
1.	Public/Private Parking	18"x24"	\$		\$
1.	Right to Left Marker	12"x36"	\$		\$
1.	Right to Left Marker	18"x24"	\$		\$
1.	Road Closed to Thru Traffic	60"x30"	\$		\$
1.	Road Closed to Thru Traffic	48"x30"	\$		\$
1.	Road Closed	48"x30"	\$		\$
10.	Road Closed	36"x36"	\$		\$
11.	Road Construction Ahead	36"x36"	\$		\$
2.	Road Construction Ahead	48"x48"	\$		\$
3.	Road Construction Ahead	30"x30"	\$		\$
4.	Road Machinery Ahead	36"x36"	\$		\$
5.	Road Machinery Ahead	48"x48"	\$		\$
6.	Road Machinery Ahead	30"x30"	\$		\$
7.	School Ped X-ing	30"x30"	\$		\$
8.	School Zone	24"x8"	\$		\$
9.	School Zone	24"x10"	\$		\$
0.	School Zone	18"x24"	\$		\$
1.	School Zone	24"x24"	\$		\$
2.	School Zone	24"x30"	\$		\$
3.	School Zone	24"x48"	\$		\$
4.	School Zone	36"x36"	\$		\$
5.	School Zone	48"x48"	\$		\$
3.	School Zone	30"x30"	\$		\$
7.	Signs & Blanks	6"x30"	\$		\$
1.	Signs & Blanks	6"x24"	\$		\$
1.	Signs & Blanks	6"x18"	\$		\$
1.	Signs & Blanks	6"x36"	\$		\$
1.	Signs & Blanks	30"x30"	\$		\$
1.	Single Arrow Left/Right	30"x36"	\$		\$
1.	Single Arrow Left/Right	48"x24"	\$		\$
1.	Slow	30"x30"	\$		\$
1.	Slow	24"x24"	\$		\$
1.	Slow For Children	24"x30"	\$		\$
1.	Slow For Children	18"x24"	\$		\$
1.	Specialties Signs	6"x12"	\$		\$
1.	Specialties Signs	18"x24"	\$		\$
1.	Specialties Signs	30"x24"	\$		\$
1.	Specialties Signs	12"x18"	\$		\$
1.	Specialties Signs	48"x24"	\$		\$
1.	Specialties Signs	4"x8"	\$		\$
1.	Specialties Signs	30"x36"	\$		\$
1.	Specialties Signs	24"x24"	\$		\$
1.	Specialties Signs	4"x4"	\$		\$
1.	Specialty Signs	2"x16"	\$		\$
1.	Specialty Signs	12"x9"	\$		\$

3.	Specialty Signs		\$		
2.	Specialty Signs	24'	\$		\$
1.	Specialty Signs	36"x12"	\$		\$
2.	Specialty Signs	48"x48"	\$	\$	\$
3.	Speed Limit	18"x24" (10-40mph)	\$	\$	\$
1.	Stop Ahead	24"x24"	\$	\$	\$
5.	Stop Ahead	30"x30"	\$	\$	\$
3.	Stop Ahead	36"x36"	\$	\$	\$
7.	Stop Signs	30"x30"	\$	\$	\$
3.	Stop Signs	24"x24"	\$	\$	\$
3.	Stop Signs	36"x36"	\$	\$	\$
3.	Stop Signs	18"x18"	\$	\$	\$
.	Stop Signs	48"x48"	\$	\$	\$
2.	Street Name Signs	6"x30"	\$	\$	\$
1.	Street Name Signs	6"x24"	\$	\$	\$
1.	Street Name Signs	6"x18"	\$	\$	\$
1.	Street Name Signs	6"x36"	\$	\$	\$
1.	Supplemental Plaques	12"x6"	\$	\$	\$
1.	"T" Intersection	24"x24"	\$	\$	\$
1.	"T" Intersection	30"x30"	\$	\$	\$
1.	Tire Area	18"x24"	\$	\$	\$
1.	Traffic Signs	9"x12"	\$	\$	\$
1.	Traffic Signs	18"x12"	\$	\$	\$
1.	Traffic Signs	18"x24"	\$	\$	\$
1.	Traffic Signs	24"x30"	\$	\$	\$
1.	Traffic Signs	24"x36"	\$	\$	\$
1.	Traffic Signs	30"x30"	\$	\$	\$
1.	Traffic Signs	30"x36"	\$	\$	\$
1.	Traffic Signs	36"x12"	\$	\$	\$
1.	Traffic Signs	48"x24"	\$	\$	\$
1.	Traffic Signs	48"x48"	\$	\$	\$
1.	Trash Area	18"x24"	\$	\$	\$
1.	Truck Crossing	36"x36"	\$	\$	\$
1.	Truck Crossing	48"x48"	\$	\$	\$

emailed : 11-24-8

November 21, 2008

Ms. Heidi McGee
Custom Products Corporation
PO Box 54091
Jackson, MS 39288

Via E-Mail: heidi@cpcsigns.com

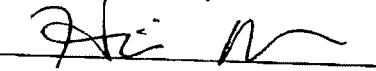
Re: **Sixty (60) Day Extension - "E-07-457A-11-20-Traffic Road Signs
And Miscellaneous Equipment"**

Dear Ms. McGee:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 2, 2008 to exercise the option to exercise the **sixty (60) day grace period** for the current extended contract in place while procurement process is completed. Expiring on **February 19, 2009** or, **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend the sixty (60) day extension of the extended contract in place under the same rate, term and conditions by signing below and returning to the Purchasing Department by no later than, Monday, November 24, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contracts Mgr. and/or by E-Mail: evangelina.garcia@co.hidalgo.tx.us

Custom Products Corporation

By: 

Date: 11-24-8

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: Yvette Islas, Buyer
Hidalgo County Purchasing Department
yvette.islas@co.hidalgo.tx.us

File

REQUIREMENTS AGREEMENT

C-06-319A-12-19

THIS AGREEMENT (the "Agreement") is entered into effective as of, **December 19, 2006** by and between **Custom Products Corporation** (secondary vendor) a Mississippi Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Traffic-Road Signs and Accessories & Supplies**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Traffic-Road Signs ,Accessories & Supplies**" in the areas of **HIDALGO COUNTY** projects for a period of one year from **December 19, 2006 to December 18, 2007** with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United 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

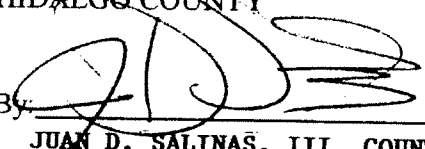
Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: 

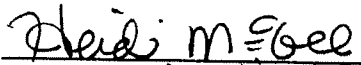
JUAN D. SALINAS, III, COUNTY JUDGE

ATTEST:



ARTURO GUAJARDO, JR. COUNTY CLERK

Custom Products Corporation

By: 

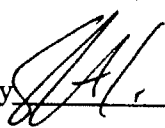
Printed Name: Heidi McGee

Title: Bid manager

APPROVED BY COMMISSIONERS COURT ON, December 19, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: 

APPROVED BY
COMMISSIONERS' COURT
ON: 12/19/06

EXHIBIT “A” SPECIFICATIONS



EXHIBIT "A"

SPECIFICATIONS

1. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.
2. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.
3. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.
4. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.
5. Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B" .

BID PAGE- EXHIBIT "B"
CATEGORY A (New Signs)

<u>No.</u>	<u>Description</u>	<u>Size</u>	<u>Reflective</u>	<u>High Intensity</u>	<u>Diamond Grade</u>
1.	3 Way	12"x6"	\$ _____	\$ _____	\$ _____
2.	4 Way	12"x6"	\$ _____	\$ _____	\$ _____
3.	4 Way	24"x18"	\$ _____	\$ _____	\$ _____
4.	A/C & Refrigeration	18"x24"	\$ _____	\$ _____	\$ _____
5.	All Way	18"x6"	\$ _____	\$ _____	\$ _____
6.	Arrow Signs	48"x24"	\$ _____	\$ _____	\$ _____
7.	Arrow Signs	20"x8"	\$ _____	\$ _____	\$ _____
8.	Arrow Signs	15"x8"	\$ _____	\$ _____	\$ _____
9.	Bridge Closed	30"x30"	\$ _____	\$ _____	\$ _____
10.	Bridge Closed	48"x48"	\$ _____	\$ _____	\$ _____
11.	Bridge Closed	36"x36"	\$ _____	\$ _____	\$ _____
12.	Bridge Closed	48"x30"	\$ _____	\$ _____	\$ _____
13.	Bridge Out	30"x30"	\$ _____	\$ _____	\$ _____
14.	Brush Area	18"x24"	\$ _____	\$ _____	\$ _____
15.	Cable/Utility Warning	9"x3"	\$ _____	\$ _____	\$ _____
16.	Cable/Utility Warning	12"x3 1/2"	\$ _____	\$ _____	\$ _____
17.	Cable/Utility Warning	12"x9"	\$ _____	\$ _____	\$ _____
18.	Caution	18"x24"	\$ _____	\$ _____	\$ _____
19.	Caution	30"x30"	\$ _____	\$ _____	\$ _____
20.	Children At Play	24"x30"	\$ _____	\$ _____	\$ _____
21.	Children At Play	18"x24"	\$ _____	\$ _____	\$ _____
22.	Curve: Right or Left Curve Ahead	24"x24"	\$ _____	\$ _____	\$ _____
23.	Curve: Right or Left Curve Ahead	30"x30"	\$ _____	\$ _____	\$ _____
24.	Curve: Right or Left Curve Ahead	30"x36"	\$ _____	\$ _____	\$ _____
25.	Construction Zone Warning Sign	18"x18"	\$ _____	\$ _____	\$ _____
26.	Construction Zone Warning Sign	24"x24"	\$ _____	\$ _____	\$ _____
27.	Construction Zone Warning Sign	30"x30"	\$ _____	\$ _____	\$ _____
28.	Construction Zone Warning Sign	36"x36"	\$ _____	\$ _____	\$ _____
29.	Construction Zone Warning Sign	48"x48"	\$ _____	\$ _____	\$ _____
30.	Roll Up Mesh Signs	18"x18"	\$ _____	\$ _____	\$ _____
31.	Roll Up Mesh Signs	24"x24"	\$ _____	\$ _____	\$ _____
32.	Roll Up Mesh Signs	30"x30"	\$ _____	\$ _____	\$ _____
33.	Roll Up Mesh Signs	36"x36"	\$ _____	\$ _____	\$ _____
34.	Roll Up Mesh Signs	48"x48"	\$ _____	\$ _____	\$ _____
35.	Roll Up Mesh Signs	34"x24"	\$ _____	\$ _____	\$ _____
36.	Construction Zone/ Supplemental	12"x18"	\$ _____	\$ _____	\$ _____
37.	Construction Zone/ Supplemental	24"x12"	\$ _____	\$ _____	\$ _____
38.	Construction Zone/ Supplemental	18"x24"	\$ _____	\$ _____	\$ _____
39.	Construction Zone/ Supplemental	30"x24"	\$ _____	\$ _____	\$ _____
40.	Construction Zone/ Supplemental	30"x30"	\$ _____	\$ _____	\$ _____
41.	Construction Zone/ Supplemental	48"x18"	\$ _____	\$ _____	\$ _____
42.	Construction Zone/ Supplemental	48"x24"	\$ _____	\$ _____	\$ _____

Category A- New Signs

45.	Custom Message	18"x24"	\$	\$	\$
46.	Dead End	30"x30"	\$	\$	\$
47.	Dead End	24"x24"	\$	\$	\$
48.	Detour	30"x24"	\$	\$	\$
49.	Dip	30"x30"	\$	\$	\$
50.	Dip	36"x36"	\$	\$	\$
51.	Double Arrow	48"x24"	\$	\$	\$
52.	Fluorescent Yellow Green Safety	24"x18"	\$	\$	\$
53.	Fluorescent Yellow Green Safety	24"x24"	\$	\$	\$
54.	Fluorescent Yellow Green Safety	30"x30"	\$	\$	\$
55.	Fluorescent Yellow Green Safety	36"x36"	\$	\$	\$
56.	Fluorescent Yellow Green Safety	48"x48"	\$	\$	\$
57.	Fresh Oil	24"x24"	\$	\$	\$
58.	Handicap Unlimited Word/Symbol	12"x6"	\$	\$	\$
59.	Handicap Unlimited Word/Symbol	12"x9"	\$	\$	\$
60.	Handicap Unlimited Word/Symbol	12"x12"	\$	\$	\$
61.	Handicap Unlimited Word/Symbol	12"x18"	\$	\$	\$
62.	Handicap Unlimited Word/Symbol	12"x24"	\$	\$	\$
63.	Handicap Unlimited Word/Symbol	18"x18"	\$	\$	\$
64.	Handicap Unlimited Word/Symbol	18"x24"	\$	\$	\$
65.	Handicap X-ing	12"x18"	\$	\$	\$
66.	Handicap X-ing	18"x24"	\$	\$	\$
67.	Handicap X-ing	24"x30"	\$	\$	\$
68.	Handicap X-ing	30"x30"	\$	\$	\$
69.	Handicap X-ing	36"x36"	\$	\$	\$
70.	Handicap X-ing	48"x48"	\$	\$	\$
71.	Arrow Sign	21"x12"	\$	\$	\$
72.	Ice On Bridge	30"x30"	\$	\$	\$
73.	Interlocal Project Signs	4'x8' Plywood (one Sided)	\$	\$	\$
74.	Interlocal Project Signs(plywood)	4'x8' Double Sided	\$	\$	\$
75.	Office & Shop Signs		\$	\$	\$
76.	Keep Back 25 Feet	12"x9"	\$	\$	\$
77.	Left to Right Marker Bridge	12"x36"	\$	\$	\$
78.	Left to Right Marker Bridge	18"x24"	\$	\$	\$
79.	Mattress	18"x24"	\$	\$	\$
80.	Men Working	24"x24"	\$	\$	\$
81.	Metal Area	18"x24"	\$	\$	\$
82.	Mowers Ahead	36"x36"	\$	\$	\$
83.	Mowers Ahead	48"x48"	\$	\$	\$
84.	Narrow Bridge	24"x24"	\$	\$	\$
85.	Narrow Bridge	30"x30"	\$	\$	\$
86.	Neighborhood Watch	18"x24"	\$	\$	\$
87.	No Dumping	60"x30"	\$	\$	\$
88.	No Dumping	18"x24"	\$	\$	\$
89.	Pavement Ends	30"x30"	\$	\$	\$
90.	Pedestrians	36"x36"	\$	\$	\$

Category A- New Signs

93.	Public/Private Parking	12"x18"	\$		\$	
94.	Public/Private Parking	18"x24"	\$		\$	
95.	Right to Left Marker	12"x36"	\$		\$	
96.	Right to Left Marker	18"x24"	\$		\$	
97.	Road Closed to Thru Traffic	60"x30"	\$		\$	
98.	Road Closed to Thru Traffic	48"x30"	\$		\$	
99.	Road Closed	48"x30"	\$		\$	
100.	Road Closed	36"x36"	\$		\$	
101.	Road Construction Ahead	36"x36"	\$		\$	
102.	Road Construction Ahead	48"x48"	\$		\$	
103.	Road Construction Ahead	30"x30"	\$		\$	
104.	Road Machinery Ahead	36"x36"	\$		\$	
105.	Road Machinery Ahead	48"x48"	\$		\$	
106.	Road Machinery Ahead	30"x30"	\$		\$	
107.	School Ped X-ing	30"x30"	\$		\$	
108.	School Zone	24"x8"	\$		\$	
109.	School Zone	24"x10"	\$		\$	
110.	School Zone	18"x24"	\$		\$	
111.	School Zone	24"x24"	\$		\$	
112.	School Zone	24"x30"	\$		\$	
113.	School Zone	24"x48"	\$		\$	
114.	School Zone	36"x36"	\$		\$	
115.	School Zone	48"x48"	\$		\$	
116.	School Zone	30"x30"	\$		\$	
117.	Signs & Blanks	6"x30"	\$		\$	
118.	Signs & Blanks	6"x24"	\$		\$	
119.	Signs & Blanks	6"x18"	\$		\$	
120.	Signs & Blanks	6"x36"	\$		\$	
121.	Signs & Blanks	30"x30"	\$		\$	
122.	Single Arrow Left/Right	30"x36"	\$		\$	
123.	Single Arrow Left/Right	48"x24"	\$		\$	
124.	Slow	30"x30"	\$		\$	
125.	Slow	24"x24"	\$		\$	
126.	Slow For Children	24"x30"	\$		\$	
127.	Slow For Children	18"x24"	\$		\$	
128.	Specialties Signs	6"x12"	\$		\$	
129.	Specialties Signs	18"x24"	\$		\$	
130.	Specialties Signs	30"x24"	\$		\$	
131.	Specialties Signs	12"x18"	\$		\$	
132.	Specialties Signs	48"x24"	\$		\$	
133.	Specialties Signs	4'x8'	\$		\$	
134.	Specialties Signs	30"x36"	\$		\$	
135.	Specialties Signs	24"x24"	\$		\$	
136.	Specialties Signs	4'x4'	\$		\$	
137.	Specialty Signs	2"x16"	\$		\$	
138.	Specialty Signs	12"x9"	\$		\$	

Category A- New Signs

141.	Specialty Signs	36"x12"	\$		\$	
142.	Specialty Signs	48"x48"	\$		\$	
143.	Speed Limit	18"x24" (10-40mph)	\$		\$	
144.	Stop Ahead	24"x24"	\$		\$	
145.	Stop Ahead	30"x30"	\$		\$	
146.	Stop Ahead	36"x36"	\$		\$	
147.	Stop Signs	30"x30"	\$		\$	
148.	Stop Signs	24"x24"	\$		\$	
149.	Stop Signs	36"x36"	\$		\$	
150.	Stop Signs	18"x18"	\$		\$	
151.	Stop Signs	48"x48"	\$		\$	
152.	Street Name Signs	6"x30"	\$		\$	
153.	Street Name Signs	6"x24"	\$		\$	
154.	Street Name Signs	6"x18"	\$		\$	
155.	Street Name Signs	6"x36"	\$		\$	
156.	Supplemental Plaques	12"x6"	\$		\$	
157.	"T" Intersection	24"x24"	\$		\$	
158.	"T" Intersection	30"x30"	\$		\$	
159.	Tire Area	18"x24"	\$		\$	
160.	Traffic Signs	9"x12"	\$		\$	
161.	Traffic Signs	18"x12"	\$		\$	
162.	Traffic Signs	18"x24"	\$		\$	
163.	Traffic Signs	24"x30"	\$		\$	
164.	Traffic Signs	24"x36"	\$		\$	
165.	Traffic Signs	30"x30"	\$		\$	
166.	Traffic Signs	30"x36"	\$		\$	
167.	Traffic Signs	36"x12"	\$		\$	
168.	Traffic Signs	48"x24"	\$		\$	
169.	Traffic Signs	48"x48"	\$		\$	
170.	Trash Area	18"x24'	\$		\$	
171.	Truck Crossing	36"x36"	\$		\$	
172.	Truck Crossing	48"x48"	\$		\$	
73.	Truck Crossing	30"x30"	\$		\$	
74.	Type III End of Road	10"	\$		\$	
75.	Warning Signs	24"x24"	\$		\$	
76.	Warning Signs	30"x30"	\$		\$	
77.	Warning Signs	36"x36"	\$		\$	
78.	Warning Signs	24"x18"	\$		\$	
79.	Warning Signs	48"x48"	\$		\$	
80.	Warning Signs	9"x12"	\$		\$	
81.	Warning Signs	18"x12"	\$		\$	
82.	Warning Signs	24"x30"	\$		\$	
83.	Warning Signs	24"x36"	\$		\$	
84.	Warning Signs	36"x12"	\$		\$	
85.	Warning Signs	48"x24"	\$		\$	
86.	Water On Bridge	48"x48"	\$		\$	

189.	Yield Sign	36"x36"x36"	\$ _____	\$ _____	\$ _____
190.	Y Intersection	30"x30"	\$ _____	\$ _____	\$ _____
191.	Your Trash Must Be Secure	18"x24"	\$ _____	\$ _____	\$ _____
192.	Fresh Oil	30"x30"	\$ _____	\$ _____	\$ _____
193.	Specialty Signs	4"x8"	\$ _____	\$ _____	\$ _____
194.	Slow	36"x36"	\$ _____	\$ _____	\$ _____

BID PAGE- EXHIBIT "B"
CATEGORY B (Refacing of Signs)

<u>No.</u>	<u>Description</u>	<u>Size</u>	<u>Reflective</u>	<u>High Intensity</u>	<u>Diamond Grade</u>
1.	3 Way	12"x6"	\$ _____	\$ _____	\$ _____
2.	4 Way	12"x6"	\$ _____	\$ _____	\$ _____
3.	4 Way	24"x18"	\$ _____	\$ _____	\$ _____
4.	A/C & Refrigeration	18"x24"	\$ _____	\$ _____	\$ _____
5.	All Way	18"x6"	\$ _____	\$ _____	\$ _____
6.	Arrow Signs	48"x24"	\$ _____	\$ _____	\$ _____
7.	Arrow Signs	20"x8"	\$ _____	\$ _____	\$ _____
8.	Arrow Signs	15"x8"	\$ _____	\$ _____	\$ _____
9.	Bridge Closed	30"x30"	\$ _____	\$ _____	\$ _____
10.	Bridge Closed	48"x48"	\$ _____	\$ _____	\$ _____
11.	Bridge Closed	36"x36"	\$ _____	\$ _____	\$ _____
12.	Bridge Closed	48"x30"	\$ _____	\$ _____	\$ _____
13.	Bridge Out	30"x30"	\$ _____	\$ _____	\$ _____
14.	Brush Area	18"x24"	\$ _____	\$ _____	\$ _____
15.	Cable/Utility Warning	9"x3"	\$ _____	\$ _____	\$ _____
16.	Cable/Utility Warning	12"x3 1/2"	\$ _____	\$ _____	\$ _____
17.	Cable/Utility Warning	12"x9"	\$ _____	\$ _____	\$ _____
18.	Caution	18"x24"	\$ _____	\$ _____	\$ _____
19.	Caution	30"x30"	\$ _____	\$ _____	\$ _____
20.	Children At Play	24"x30"	\$ _____	\$ _____	\$ _____
21.	Children At Play	18"x24"	\$ _____	\$ _____	\$ _____
22.	Curve: Right or Left Curve Ahead	24"x24"	\$ _____	\$ _____	\$ _____
23.	Curve: Right or Left Curve Ahead	30"x30"	\$ _____	\$ _____	\$ _____
24.	Curve: Right or Left Curve Ahead	30"x36"	\$ _____	\$ _____	\$ _____
25.	Construction Zone Warning Sign	18"x18"	\$ _____	\$ _____	\$ _____
26.	Construction Zone Warning Sign	24"x24"	\$ _____	\$ _____	\$ _____
27.	Construction Zone Warning Sign	30"x30"	\$ _____	\$ _____	\$ _____
28.	Construction Zone Warning Sign	36"x36"	\$ _____	\$ _____	\$ _____
29.	Construction Zone Warning Sign	48"x48"	\$ _____	\$ _____	\$ _____
30.	Roll Up Mesh Signs	18"x18"	\$ _____	\$ _____	\$ _____
31.	Roll Up Mesh Signs	24"x24"	\$ _____	\$ _____	\$ _____
32.	Roll Up Mesh Signs	30"x30"	\$ _____	\$ _____	\$ _____
33.	Roll Up Mesh Signs	36"x36"	\$ _____	\$ _____	\$ _____
34.	Roll Up Mesh Signs	48"x48"	\$ _____	\$ _____	\$ _____
35.	Roll Up Mesh Signs	34"x24"	\$ _____	\$ _____	\$ _____
36.	Construction Zone/Supplemental	12"x18"	\$ _____	\$ _____	\$ _____
37.	Construction Zone/ Supplemental	24"x12"	\$ _____	\$ _____	\$ _____
38.	Construction Zone/ Supplemental	18"x24"	\$ _____	\$ _____	\$ _____
39.	Construction Zone/ Supplemental	30"x24"	\$ _____	\$ _____	\$ _____
40.	Construction Zone/ Supplemental	30"x30"	\$ _____	\$ _____	\$ _____
41.	Construction Zone/ Supplemental	48"x18"	\$ _____	\$ _____	\$ _____
42.	Construction Zone/ Supplemental	48"x24"	\$ _____	\$ _____	\$ _____

Category B- Refacing of Signs

45.	Custom Message	18"x24"	\$		\$	
46.	Dead End	30"x30"	\$		\$	
47.	Dead End	24"x24"	\$		\$	
48.	Detour	30"x24"	\$		\$	
49.	Dip	30"x30"	\$		\$	
50.	Dip	36"x36"	\$		\$	
51.	Double Arrow	48"x24"	\$		\$	
52.	Fluorescent Yellow Green Safety	24"x18"	\$		\$	
53.	Fluorescent Yellow Green Safety	24"x24"	\$		\$	
54.	Fluorescent Yellow Green Safety	30"x30"	\$		\$	
55.	Fluorescent Yellow Green Safety	36"x36"	\$		\$	
56.	Fluorescent Yellow Green Safety	48"x48"	\$		\$	
57.	Fresh Oil	24"x24"	\$		\$	
58.	Handicap Unlimited Word/Symbol	12"x6"	\$		\$	
59.	Handicap Unlimited Word/Symbol	12"x9"	\$		\$	
60.	Handicap Unlimited Word/Symbol	12"x12"	\$		\$	
61.	Handicap Unlimited Word/Symbol	12"x18"	\$		\$	
62.	Handicap Unlimited Word/Symbol	12"x24"	\$		\$	
63.	Handicap Unlimited Word/Symbol	18"x18"	\$		\$	
64.	Handicap Unlimited Word/Symbol	18"x24"	\$		\$	
65.	Handicap X-ing	12"x18"	\$		\$	
66.	Handicap X-ing	18"x24"	\$		\$	
67.	Handicap X-ing	24"x30"	\$		\$	
68.	Handicap X-ing	30"x30"	\$		\$	
69.	Handicap X-ing	36"x36"	\$		\$	
70.	Handicap X-ing	48"x48"	\$		\$	
71.	Arrow Sign	21"x12"	\$		\$	
72.	Ice On Bridge	30"x30"	\$		\$	
73.	Interlocal Project Signs	4'x8' Plywood (one Sided)	\$		\$	
74.	Interlocal Project Signs(plywood)	4'x8' Double Sided	\$		\$	
75.	Office & Shop Signs	_____	\$		\$	
76.	Keep Back 25 Feet	12"x9"	\$		\$	
77.	Left to Right Marker Bridge	12"x36"	\$		\$	
78.	Left to Right Marker Bridge	18"x24"	\$		\$	
79.	Mattress	18"x24"	\$		\$	
80.	Men Working	24"x24"	\$		\$	
81.	Metal Area	18"x24"	\$		\$	
82.	Mowers Ahead	36"x36"	\$		\$	
83.	Mowers Ahead	48"x48"	\$		\$	
84.	Narrow Bridge	24"x24"	\$		\$	
85.	Narrow Bridge	30"x30"	\$		\$	
86.	Neighborhood Watch	18"x24"	\$		\$	
87.	No Dumping	60"x30"	\$		\$	
88.	No Dumping	18"x24"	\$		\$	
89.	Pavement Ends	30"x30"	\$		\$	
90.	Pedestrians	36"x36"	\$		\$	

Category B- Refacing of Signs

93.	Public/Private Parking	12"x18"	\$	\$	\$
94.	Public/Private Parking	18"x24"	\$	\$	\$
95.	Right to Left Marker	12"x36"	\$	\$	\$
96.	Right to Left Marker	18"x24"	\$	\$	\$
97.	Road Closed to Thru Traffic	60"x30"	\$	\$	\$
98.	Road Closed to Thru Traffic	48"x30"	\$	\$	\$
99.	Road Closed	48"x30"	\$	\$	\$
100.	Road Closed	36"x36"	\$	\$	\$
101.	Road Construction Ahead	36"x36"	\$	\$	\$
102.	Road Construction Ahead	48"x48"	\$	\$	\$
103.	Road Construction Ahead	30"x30"	\$	\$	\$
104.	Road Machinery Ahead	36"x36"	\$	\$	\$
105.	Road Machinery Ahead	48"x48"	\$	\$	\$
106.	Road Machinery Ahead	30"x30"	\$	\$	\$
107.	School Ped X-ing	30"x30"	\$	\$	\$
108.	School Zone	24"x8"	\$	\$	\$
109.	School Zone	24"x10"	\$	\$	\$
110.	School Zone	18"x24"	\$	\$	\$
111.	School Zone	24"x24"	\$	\$	\$
112.	School Zone	24"x30"	\$	\$	\$
113.	School Zone	24"x48"	\$	\$	\$
114.	School Zone	36"x36"	\$	\$	\$
115.	School Zone	48"x48"	\$	\$	\$
116.	School Zone	30"x30"	\$	\$	\$
117.	Signs & Blanks	6"x30"	\$	\$	\$
118.	Signs & Blanks	6"x24"	\$	\$	\$
119.	Signs & Blanks	6"x18"	\$	\$	\$
120.	Signs & Blanks	6"x36"	\$	\$	\$
21.	Signs & Blanks	30"x30"	\$	\$	\$
22.	Single Arrow Left/Right	30"x36"	\$	\$	\$
23.	Single Arrow Left/Right	48"x24"	\$	\$	\$
24.	Slow	30"x30"	\$	\$	\$
25.	Slow	24"x24"	\$	\$	\$
26.	Slow For Children	24"x30"	\$	\$	\$
27.	Slow For Children	18"x24"	\$	\$	\$
28.	Specialties Signs	6"x12"	\$	\$	\$
29.	Specialties Signs	18"x24"	\$	\$	\$
30.	Specialties Signs	30"x24"	\$	\$	\$
31.	Specialties Signs	12"x18"	\$	\$	\$
32.	Specialties Signs	48"x24"	\$	\$	\$
33.	Specialties Signs	4'x8'	\$	\$	\$
34.	Specialties Signs	30"x36"	\$	\$	\$
35.	Specialties Signs	24"x24"	\$	\$	\$
36.	Specialties Signs	4'x4'	\$	\$	\$
37.	Specialty Signs	2"x16"	\$	\$	\$
38.	Specialty Signs	12"x9"	\$	\$	\$

Category B- Refacing of Signs

141.	Specialty Signs	36"x12"	\$	\$	\$
142.	Specialty Signs	48"x48"	\$	\$	\$
143.	Speed Limit	18"x24" (10-40mph)	\$	\$	\$
144.	Stop Ahead	24"x24"	\$	\$	\$
145.	Stop Ahead	30"x30"	\$	\$	\$
146.	Stop Ahead	36"x36"	\$	\$	\$
147.	Stop Signs	30"x30"	\$	\$	\$
148.	Stop Signs	24"x24"	\$	\$	\$
149.	Stop Signs	36"x36"	\$	\$	\$
150.	Stop Signs	18"x18"	\$	\$	\$
151.	Stop Signs	48"x48"	\$	\$	\$
152.	Street Name Signs	6"x30"	\$	\$	\$
153.	Street Name Signs	6"x24"	\$	\$	\$
154.	Street Name Signs	6"x18"	\$	\$	\$
155.	Street Name Signs	6"x36"	\$	\$	\$
156.	Supplemental Plaques	12"x6"	\$	\$	\$
157.	"T" Intersection	24"x24"	\$	\$	\$
158.	"T" Intersection	30"x30"	\$	\$	\$
159.	Tire Area	18"x24"	\$	\$	\$
160.	Traffic Signs	9"x12"	\$	\$	\$
161.	Traffic Signs	18"x12"	\$	\$	\$
162.	Traffic Signs	18"x24"	\$	\$	\$
163.	Traffic Signs	24"x30"	\$	\$	\$
164.	Traffic Signs	24"x36"	\$	\$	\$
165.	Traffic Signs	30"x30"	\$	\$	\$
166.	Traffic Signs	30"x36"	\$	\$	\$
167.	Traffic Signs	36"x12"	\$	\$	\$
168.	Traffic Signs	48"x24"	\$	\$	\$
169.	Traffic Signs	48"x48"	\$	\$	\$
170.	Trash Area	18"x24"	\$	\$	\$
171.	Truck Crossing	36"x36"	\$	\$	\$
172.	Truck Crossing	48"x48"	\$	\$	\$
173.	Truck Crossing	30"x30"	\$	\$	\$
74.	Type III End of Road	10"	\$	\$	\$
75.	Warning Signs	24"x24"	\$	\$	\$
76.	Warning Signs	30"x30"	\$	\$	\$
77.	Warning Signs	36"x36"	\$	\$	\$
78.	Warning Signs	24"x18"	\$	\$	\$
79.	Warning Signs	48"x48"	\$	\$	\$
80.	Warning Signs	9"x12"	\$	\$	\$
81.	Warning Signs	18"x12"	\$	\$	\$
82.	Warning Signs	24"x30"	\$	\$	\$
83.	Warning Signs	24"x36"	\$	\$	\$
84.	Warning Signs	36"x12"	\$	\$	\$
85.	Warning Signs	48"x24"	\$	\$	\$
86.	Water On Bridge	48"x48"	\$	\$	\$

Category B - Refacing of Signs

189.	Yield Sign	36"x36"x36"	\$ _____	\$ _____	\$ _____
190.	Y Intersection	30"x30"	\$ _____	\$ _____	\$ _____
191.	Your Trash Must Be Secure	18"x24"	\$ _____	\$ _____	\$ _____
192.	Fresh Oil	30"x30"	\$ _____	\$ _____	\$ _____
193.	Specialty Signs	4"x8"	\$ _____	\$ _____	\$ _____
194.	Slow	36"x36"	\$ _____	\$ _____	\$ _____

BID PAGE- EXHIBIT "B"
CATEGORY C (Accessories)

<u>No.</u>	<u>Description</u>	<u>Size/ Color</u>	<u>Unit Price</u>
1.	Handicap Stencil	36"x36"	\$ _____
2.	Stop Stencil	36"x36"	\$ _____
3.	3" Center Pavement Reflectors	Amber	\$ _____
4.	3" Center Pavement Reflectors	Clear	\$ _____
5.	3" Center Pavement Reflectors	Red or White	\$ _____
6.	4" Center Pavement Reflectors	Amber	\$ _____
7.	4" Center Pavement Reflectors	Clear	\$ _____
8.	4" Center Pavement Reflectors	Red or White	\$ _____
9.	Aluminum Brackets for 6" & 9"	_____	\$ _____
10.	Post Cap for U Channel Posts	_____	\$ _____
11.	Post Cap for 2" and 3" Posts	_____	\$ _____
12.	Post Cap for 1 3/4 sq Post for Flat Assy	_____	\$ _____
13.	90° Brackets for 4 Way Assy	_____	\$ _____
14.	45°/ 180° Brackets for 4 Way Assy	_____	\$ _____
15.	Barricades	_____	\$ _____
16.	A Frame 30" Tall x 6' Wide All Plastic Frame	_____	\$ _____
17.	8' Type III Orange or Red/White Type A & C	_____	\$ _____
18.	96"x8" Reflective 1" Thick Type III	Orange/White	\$ _____
19.	End of Road 8'/10' & 12'	_____	\$ _____
20.	Barrel Tape	2"x50 yds	\$ _____
21.	Barrel Tape	4"x50 yds	\$ _____
22.	Barrel Tape	6"x50 yds	\$ _____
23.	Reflective, General Purpose Tape (Red, White, Yw)	(1"x3-" yd Roll 2"x30 Yd roll, 3"x30 Yd Roll)	\$ _____
24.	Type A & C Orange Left/Right Type III	8"x50 yds	\$ _____
25.	Type A & C Orange Left/Right Type III	8"x100 yds	\$ _____
26.	Flexible Road Marker	62" White w/ White Reflector Sheeting	\$ _____
27.	Flexible Road Marker	62" White w/ Yellow Reflector Sheeting	\$ _____
28.	Post Driver	_____	\$ _____
29.	Jiggle Bars	6"x34"	\$ _____
30.	Anti Theft Bolts	5/16 Bolts 2 1/2" x 3	\$ _____
31.	Anti Theft Bolts	1/4 Bolts 2"	\$ _____
32.	Cross Brackets	2" & 3"	\$ _____
33.	Round Post Brackets	2" & 3"	\$ _____
34.	Industrial Grade Mil Barrier Tape	_____	\$ _____
35.	Temporary Barrier Fence	_____	\$ _____
36.	Quick Fence Safety System	_____	\$ _____
37.	U Post Brackets 2" & 3"	_____	\$ _____
38.	1/4" Screws for Brackets (Blade Holders)	_____	\$ _____
39.	3" Post Caps	_____	\$ _____
40.	Chevrons	18"x24"	\$ _____
41.	Cones Traffic	18" Plain, Bright Orange Top, Black Base	\$ _____

Category C- Accessories

44.	Cones Traffic	28" Orange/ Red Glow	\$
45.	Cones Traffic	28" With Reflective Collars	\$
46.	11 1/2" x 16 Decals	----	\$
47.	Post Domes	----	\$
48.	Double Arrow	48"x24" Yellow Reflective Alum Rectangle	\$
49.	Municipal Emblems (Pressure Sensitive)	----	\$
50.	5 Gal. Epoxy Kit	----	\$
51.	One Gal Kit Epoxy	----	\$
52.	Quick Sticks	----	\$
53.	Locknuts	----	\$
54.	6"x12" Bridge Markers	----	\$
55.	End of Roadway Markers/ Button Delineators	18"x18'	\$
56.	Object Markers Reflective	12"x36"	\$
57.	Object Markers Reflective	10"x30"	\$
58.	Object Markers Reflective	6"x24"	\$
59.	6' Delineator Posts (Flexible)	----	\$
30.	18" Double Faced Hand Paddles	----	\$
31.	Quad Stands for Roll Up Mesh Signs	----	\$
32.	Round Plastic Reflector	Red	\$
33.	33"x3" Reflective Keep Back 500 Feet	----	\$
34.	Round Plastic Reflectors	Amber	\$
35.	Rectangular Reflectors 3"x8" Type A& C	----	\$
36.	Safety Flags Fluorescent w/ Stiffener	16"x16"	\$
37.	Safety Flags Fluorescent w/ Stiffener	18"x18"	\$
38.	Safety Splice U Channel Sign Post System & Tubular Post		\$
9.	8"x10" Upright Sign Post	----	\$
0.	Stub Post & Hardware	----	\$
1.	Sign Assy Hardware	U Channel	\$
2.	Sign Assy Hardware	Tubular Post 8'	\$
3.	Sign Assy Hardware	Tubular Post 10'	\$
4.	Sign Assy Hardware	Tubular Post 12'	\$
5.	Sign Assy Hardware	Sq. Post	\$
3.	Sign Assy Hardware	Screw Set	\$
7.	Super Dome Drums	Molded Rubber Base	\$
3.	Super Dome Drums	Blue Net Sheeting 15"	\$
3.	Portable Stands (3 & 4 Legs) Quadra Flex	36" Stand	\$
3.	4" Transfer Tape	----	\$
1.	U Channels	12"x3" Heavy Gauge	\$
2.	U Post	U Shaped Green Galvanized 10 ft, 12 Ft	\$
3.	Wing Bracket for All Sign Plates	Standard 16" Wing Bracket	\$
3.	Wing Bracket	Heavy Duty 24" Wind Bracket	\$
3.	Slipbase Assy Posts	12"	\$
3.	Set U Bolt Clamps	3"	\$
3.	Decals (Fire Extinguisher Inside)	1 3/4 x 18"	\$
3.	Delineator	6'	\$
3.	Post w/ Slipbase Assy	12'	\$

Category C- Accessories

**EXHIBIT “B”
FEE SCHEDULE**

BID PAGE- EXHIBIT "B"
CATEGORY A (New Signs)

Quoting
063



<u>Id.</u>	<u>Description</u>	<u>Size</u>	<u>Reflective</u>	<u>High Intensity</u>	<u>Diamond Grade</u>
.	3 Way	12"x6"	\$2.78	\$3.35	\$4.86
.	4 Way	12"x6"	\$2.78	\$3.35	\$4.86
.	4 Way	24"x18"	\$12.27	\$15.70	\$25.00
.	A/C & Refrigeration	18"x24"	\$12.27	\$15.70	\$25.00
.	All Way	18"x6"	\$4.17	\$5.03	\$7.29
.	Arrow Signs	48"x24"	\$40.11	\$49.25	\$74.10
.	Arrow Signs	20"x8"	\$6.94	\$8.17	\$11.57
.	Arrow Signs	15"x8"	\$5.44	\$6.39	\$8.90
.	Bridge Closed	30"x30"	\$23.59	\$30.72	\$50.14
0.	Bridge Closed	48"x48"	\$99.96	\$118.23	\$167.95
1.	Bridge Closed	36"x36"	\$45.12	\$55.40	\$83.36
2.	Bridge Closed	48"x30"	\$50.14	\$61.56	\$92.62
3.	Bridge Out	30"x30"	\$22.59	\$29.72	\$49.14
4.	Brush Area	18"x24"	\$12.27	\$15.70	\$25.00
5.	Cable/Utility Warning	9"x3"	\$2.64	\$2.86	\$3.41
6.	Cable/Utility Warning	12"x3 1/2"	\$2.61	\$3.28	\$4.15
7.	Cable/Utility Warning	12"x9"	\$5.17	\$6.03	\$8.29
8.	Caution	18"x24"	\$12.27	\$15.70	\$25.00
9.	Caution	30"x30"	\$22.59	\$29.72	\$49.14
10.	Children At Play	24"x30"	\$19.72	\$25.43	\$40.93
.	Children At Play	18"x24"	\$11.27	\$14.70	\$24.00
11.	Curve: Right or Left Curve Ahead	24"x24"	\$15.03	\$19.60	\$32.00
12.	Curve: Right or Left Curve Ahead	30"x30"	\$22.59	\$29.72	\$49.14
.	Curve: Right or Left Curve Ahead	30"x36"	\$38.60	\$47.17	\$70.47
13.	Construction Zone Warning Sign	18"x18"	\$10.27	\$12.84	\$19.78
14.	Construction Zone Warning Sign	24"x24"	\$16.03	\$20.60	\$33.00
.	Construction Zone Warning Sign	30"x30"	\$23.59	\$30.72	\$50.14
.	Construction Zone Warning Sign	36"x36"	\$46.12	\$56.40	\$84.36
.	Construction Zone Warning Sign	48"x48"	\$99.96	\$118.23	\$167.95
.	Roll Up Mesh Signs	18"x18"	\$N/A		
.	Roll Up Mesh Signs	24"x24"			
.	Roll Up Mesh Signs	30"x30"			
.	Roll Up Mesh Signs (48"x36")	36"x36"	\$80.83	\$80.83	\$80.83
.	Roll Up Mesh Signs (48"x48")	48"x48"	\$113.85	\$113.85	\$113.85
.	Roll Up Mesh Signs	34"x24"	\$N/A		
.	Construction Zone/ Supplemental	12"x18"	\$7.20	\$8.91	\$13.54
.	Construction Zone/ Supplemental	24"x12"	\$9.24	\$11.52	\$17.69
.	Construction Zone/ Supplemental	18"x24"	\$12.27	\$15.70	\$25.00
.	Construction Zone/ Supplemental	30"x24"	\$19.72	\$25.43	\$40.93
.	Construction Zone/ Supplemental	30"x30"	\$23.59	\$30.72	\$50.14
.	Construction Zone/ Supplemental	48"x18"	\$22.68	\$29.53	\$48.17
.	Construction Zone/ Supplemental	48"x24"	\$41.11	\$50.25	\$75.10

5.	Custom Message	18"x24"	\$12.27	\$15.70	\$25.00
6.	Dead End	30"x30"	\$22.59	\$29.72	\$49.14
7.	Dead End	24"x24"	\$15.03	\$19.60	\$32.00
8.	Detour	30"x24"	\$18.72	\$24.43	\$39.93
9.	Dip	30"x30"	\$22.59	\$29.72	\$49.14
0.	Dip	36"x36"	\$45.12	\$55.40	\$83.36
1.	Double Arrow	48"x24"	\$40.11	\$49.25	\$74.10
2.	Fluorescent Yellow Green Safety	24"x18"	\$25.00	\$25.00	\$25.00
3.	Fluorescent Yellow Green Safety	24"x24"	\$33.00	\$33.00	\$33.00
4.	Fluorescent Yellow Green Safety	30"x30"	\$50.14	\$50.14	\$50.14
5.	Fluorescent Yellow Green Safety	36"x36"	\$84.36	\$84.36	\$84.36
6.	Fluorescent Yellow Green Safety	48"x48"	\$167.95	\$167.95	\$167.95
7.	Fresh Oil	24"x24"	\$15.03	\$19.60	\$32.00
8.	Handicap Unlimited Word/Symbol	12"x6"	\$3.78	\$4.35	\$5.86
9.	Handicap Unlimited Word/Symbol	12"x9"	\$5.17	\$6.03	\$8.29
0.	Handicap Unlimited Word/Symbol	12"x12"	\$6.35	\$7.49	\$10.52
1.	Handicap Unlimited Word/Symbol	12"x18"	\$7.20	\$8.91	\$13.54
2.	Handicap Unlimited Word/Symbol	12"x24"	\$9.24	\$11.52	\$17.69
3.	Handicap Unlimited Word/Symbol	18"x18"	\$10.27	\$12.84	\$19.78
4.	Handicap Unlimited Word/Symbol	18"x24"	\$12.27	\$15.70	\$25.00
5.	Handicap X-ing	12"x18"	\$7.20	\$8.91	\$13.54
6.	Handicap X-ing	18"x24"	\$12.27	\$15.70	\$25.00
7.	Handicap X-ing	24"x30"	\$19.72	\$25.43	\$40.93
8.	Handicap X-ing	30"x30"	\$23.59	\$30.72	\$50.14
9.	Handicap X-ing	36"x36"	\$46.12	\$56.40	\$84.36
0.	Handicap X-ing	48"x48"	\$99.96	\$118.23	\$167.95
1.	Arrow Sign	21"x12"	\$8.21	\$10.21	\$15.61
2.	Ice On Bridge	30"x30"	\$23.59	\$30.72	\$50.14
3.	Interlocal Project Signs	4'x8' Plywood (one Sided)	~~NO BID~~		
4.	Interlocal Project Signs(plywood)	4'x8' Double Sided	~~NO BID~~		
5.	Office & Shop Signs				
6.	Keep Back 25 Feet	12"x9"	\$5.17	\$6.03	\$8.29
7.	Left to Right Marker Bridge	12"x36"	\$11.27	\$14.70	\$24.00
8.	Left to Right Marker Bridge	18"x24"	\$11.27	\$14.70	\$24.00
9.	Mattress	18"x24"	\$12.27	\$15.70	\$25.00
0.	Men Working	24"x24"	\$15.03	\$19.60	\$32.00
1.	Metal Area	18"x24"	\$12.27	\$15.70	\$25.00
2.	Mowers Ahead	36"x36"	\$45.12	\$55.40	\$83.36
3.	Mowers Ahead	48"x48"	\$98.96	\$117.23	\$166.95
4.	Narrow Bridge	24"x24"	\$15.03	\$19.60	\$32.00
5.	Narrow Bridge	30"x30"	\$22.59	\$29.72	\$49.14
6.	Neighborhood Watch	18"x24"	\$12.36	\$15.78	\$25.03
7.	No Dumping	60"x30"	\$63.49	\$77.77	\$116.60
8.	No Dumping	18"x24"	\$11.27	\$14.70	\$24.00
9.	Pavement Ends	30"x30"	\$22.59	\$29.72	\$49.14
0.	Pedestrians	36"x36"	\$45.12	\$55.40	\$83.36

Category A - New Signs

Quoting
D62

93.	Public/Private Parking	12"x18"	\$7.20	\$8.91	\$13.54
94.	Public/Private Parking	18"x24"	\$12.27	\$15.70	\$25.00
95.	Right to Left Marker	12"x36"	\$11.27	\$14.70	\$24.00
96.	Right to Left Marker	18"x24"	\$12.27	\$15.70	\$25.00
97.	Road Closed to Thru Traffic	60"x30"	\$62.49	\$76.77	\$115.60
98.	Road Closed to Thru Traffic	48"x30"	\$50.14	\$61.56	\$92.62
99.	Road Closed	48"x30"	\$50.14	\$61.56	\$92.62
100.	Road Closed	36"x36"	\$45.12	\$55.40	\$83.36
101.	Road Construction Ahead	36"x36"	\$45.12	\$55.40	\$83.36
102.	Road Construction Ahead	48"x48"	\$98.96	\$117.23	\$166.95
103.	Road Construction Ahead	30"x30"	\$22.59	\$29.72	\$49.14
104.	Road Machinery Ahead	36"x36"	\$45.12	\$55.40	\$83.36
105.	Road Machinery Ahead	48"x48"	\$98.96	\$117.23	\$166.95
106.	Road Machinery Ahead	30"x30"	\$22.59	\$29.72	\$49.14
107.	School Ped X-ing	30"x30"	\$22.59	\$29.72	\$49.14
108.	School Zone	24"x8"	\$6.50	\$8.02	\$12.12
109.	School Zone	24"x10"	\$7.90	\$9.81	\$14.96
110.	School Zone	18"x24"	\$12.27	\$15.70	\$25.00
111.	School Zone	24"x24"	\$16.03	\$20.60	\$33.00
112.	School Zone	24"x30"	\$19.72	\$25.43	\$40.93
113.	School Zone	24"x48"	\$41.11	\$50.25	\$75.10
114.	School Zone	36"x36"	\$46.12	\$56.40	\$84.36
115.	School Zone	48"x48"	\$99.96	\$118.23	\$167.95
116.	School Zone	30"x30"	\$23.59	\$30.72	\$50.14
117.	Signs & Blanks	6"x30"	\$9.00	\$13.31	\$17.48
118.	Signs & Blanks	6"x24"	\$7.20	\$10.64	\$13.98
119.	Signs & Blanks	6"x18"	\$5.40	\$7.98	\$10.49
120.	Signs & Blanks	6"x36"	\$10.70	\$15.97	\$20.98
121.	Signs & Blanks	30"x30"	\$26.10	\$34.27	\$44.81
122.	Single Arrow Left/Right	30"x36"	\$37.60	\$46.17	\$69.47
123.	Single Arrow Left/Right	48"x24"	\$40.11	\$48.25	\$74.10
124.	Slow	30"x30"	\$22.59	\$29.72	\$49.14
125.	Slow	24"x24"	\$15.03	\$19.60	\$32.00
126.	Slow For Children	24"x30"	\$19.72	\$25.43	\$40.93
127.	Slow For Children	18"x24"	\$12.27	\$15.70	\$25.00
128.	Specialties Signs	6"x12"	\$3.78	\$4.35	\$5.86
129.	Specialties Signs	18"x24"	\$12.27	\$15.70	\$25.00
130.	Specialties Signs	30"x24"	\$19.72	\$25.43	\$40.93
131.	Specialties Signs	12"x18"	\$7.20	\$8.91	\$13.54
132.	Specialties Signs	48"x24"	\$41.11	\$50.25	\$75.10
133.	Specialties Signs	4'x8'	\$167.88	\$204.36	\$303.56
134.	Specialties Signs	30"x36"	\$38.60	\$47.17	\$70.47
135.	Specialties Signs	24"x24"	\$16.03	\$20.60	\$33.00
136.	Specialties Signs	4'x4'	\$99.96	\$118.23	\$167.95
137.	Specialty Signs	2"x16"	\$2.90	\$3.15	\$3.80
138.	Specialty Signs	12"x9"	\$5.17	\$6.03	\$8.29

Category A - New Signs

Quoting DG3 I

40.	Specialty Signs	24"x30"	\$44.00	\$27.00	\$40.14
41.	Specialty Signs	36"x12"	\$12.27	\$15.70	\$25.00
42.	Specialty Signs	48"x48"	\$99.96	\$118.23	\$167.95
43.	Speed Limit	18"x24" (10-40mph)	\$11.27	\$14.70	\$24.00
44.	Stop Ahead	24"x24"	\$18.33	\$24.34	\$39.12
45.	Stop Ahead	30"x30"	\$26.83	\$36.23	\$59.40
46.	Stop Ahead	36"x36"	\$51.11	\$64.64	\$98.01
47.	Stop Signs	30"x30"	\$21.86	\$29.06	\$48.45
48.	Stop Signs	24"x24"	\$14.74	\$19.31	\$31.72
49.	Stop Signs	36"x36"	\$44.47	\$54.75	\$82.74
50.	Stop Signs	18"x18"	\$10.08	\$12.65	\$19.55
51.	Stop Signs	48"x48"	\$97.80	\$116.07	\$165.85
52.	Street Name Signs	6"x30" } Complete	\$18.30	\$27.46	\$46.40
53.	Street Name Signs	6"x24" } Flat Blade	\$18.30	\$27.40	\$46.40
54.	Street Name Signs	6"x18" } D.I.F.	\$18.30	\$27.40	\$46.40
55.	Street Name Signs	6"x36" }	\$18.30	\$27.40	\$46.40
56.	Supplemental Plaques	12"x6"	\$3.78	\$4.35	\$5.86
57.	"T" Intersection	24"x24"	\$15.03	\$19.60	\$32.00
58.	"T" Intersection	30"x30"	\$22.59	\$29.72	\$49.14
59.	Tire Area	18"x24"	\$12.27	\$15.70	\$25.00
60.	Traffic Signs	9"x12"	\$5.17	\$6.03	\$8.29
61.	Traffic Signs	18"x12"	\$7.20	\$8.91	\$13.54
62.	Traffic Signs	18"x24"	\$12.27	\$15.70	\$25.00
63.	Traffic Signs	24"x30"	\$19.72	\$25.43	\$40.93
64.	Traffic Signs	24"x36"	\$22.68	\$29.53	\$48.17
65.	Traffic Signs	30"x30"	\$23.59	\$30.72	\$50.14
66.	Traffic Signs	30"x36"	\$38.60	\$47.17	\$70.47
67.	Traffic Signs	36"x12"	\$12.27	\$15.70	\$25.00
68.	Traffic Signs	48"x24"	\$41.11	\$50.25	\$75.10
69.	Traffic Signs	48"x48"	\$99.96	\$118.23	\$167.95
70.	Trash Area (Quoting 18"x24")	18"x24"	\$12.27	\$15.70	\$25.00
71.	Truck Crossing	36"x36"	\$45.12	\$55.40	\$83.36
72.	Truck Crossing	48"x48"	\$98.96	\$117.23	\$166.95
73.	Truck Crossing	30"x30"	\$22.59	\$29.72	\$49.14
74.	Type III End of Road	10" (Quoting 18")	\$8.46	\$11.03	\$18.00
75.	Warning Signs	24"x24"	\$16.03	\$20.60	\$33.00
76.	Warning Signs	30"x30"	\$23.59	\$30.72	\$50.14
77.	Warning Signs	36"x36"	\$46.12	\$56.40	\$84.36
78.	Warning Signs	24"x18"	\$12.27	\$15.70	\$25.00
79.	Warning Signs	48"x48"	\$99.96	\$118.23	\$167.95
80.	Warning Signs	9"x12"	\$5.17	\$6.03	\$8.29
81.	Warning Signs	18"x12"	\$7.20	\$8.91	\$13.54
82.	Warning Signs	24"x30"	\$19.72	\$25.43	\$40.93
83.	Warning Signs	24"x36"	\$22.68	\$29.53	\$48.17
84.	Warning Signs	36"x12"	\$12.27	\$15.70	\$25.00
85.	Warning Signs	48"x24"	\$41.11	\$50.25	\$75.10
86.	Water On Bridge	48"x48"	\$99.96	\$118.23	\$167.90

Category A- New Signs

Quoting Dept.

189.	Yield Sign	36"x36"x36"	<u>\$14.99</u>	<u>\$19.68</u>	<u>\$32.40</u>
190.	Y Intersection	30"x30"	<u>\$22.59</u>	<u>\$29.72</u>	<u>\$49.14</u>
191.	Your Trash Must Be Secure	18"x24"	<u>\$12.27</u>	<u>\$15.70</u>	<u>\$25.00</u>
192.	Fresh Oil	30"x30"	<u>\$22.59</u>	<u>\$29.72</u>	<u>\$49.14</u>
193.	Specialty Signs	4"x8"	<u>\$1.62</u>	<u>\$1.87</u>	<u>\$2.53</u>
194.	Slow	36"x36"	<u>\$45.12</u>	<u>\$55.40</u>	<u>\$83.36</u>

NOTE: For Diamond Grade - Quoting DG 3

BID PAGE- EXHIBIT "B"
CATEGORY B (Refacing of Signs)

<u>No.</u>	<u>Description</u>	<u>Size</u>	<u>Reflective</u>	<u>High Intensity</u>	<u>Diamond Grade</u>
1.	3 Way	12"x6"	\$	NO BID	\$
2.	4 Way	12"x6"	\$		\$
3.	4 Way	24"x18"	\$		\$
1.	A/C & Refrigeration	18"x24"	\$		\$
1.	All Way	18"x6"	\$		\$
1.	Arrow Signs	48"x24"	\$		\$
1.	Arrow Signs	20"x8"	\$		\$
1.	Arrow Signs	15"x8"	\$		\$
1.	Bridge Closed	30"x30"	\$		\$
0.	Bridge Closed	48"x48"	\$		\$
1.	Bridge Closed	36"x36"	\$	NO BID	\$
2.	Bridge Closed	48"x30"	\$		\$
3.	Bridge Out	30"x30"	\$		\$
4.	Brush Area	18"x24"	\$		\$
5.	Cable/Utility Warning	9"x3"	\$		\$
6.	Cable/Utility Warning	12"x3 1/2"	\$		\$
7.	Cable/Utility Warning	12"x9"	\$		\$
8.	Caution	18"x24"	\$		\$
9.	Caution	30"x30"	\$		\$
0.	Children At Play	24"x30"	\$		\$
1.	Children At Play	18"x24"	\$	NO BID	\$
2.	Curve: Right or Left Curve Ahead	24"x24"	\$		\$
3.	Curve: Right or Left Curve Ahead	30"x30"	\$		\$
1.	Curve: Right or Left Curve Ahead	30"x36"	\$		\$
1.	Construction Zone Warning Sign	18"x18"	\$		\$
1.	Construction Zone Warning Sign	24"x24"	\$		\$
1.	Construction Zone Warning Sign	30"x30"	\$		\$
1.	Construction Zone Warning Sign	36"x36"	\$		\$
1.	Construction Zone Warning Sign	48"x48"	\$		\$
1.	Roll Up Mesh Signs	18"x18"	\$	NO BID	\$
1.	Roll Up Mesh Signs	24"x24"	\$		\$
1.	Roll Up Mesh Signs	30"x30"	\$		\$
1.	Roll Up Mesh Signs	36"x36"	\$		\$
1.	Roll Up Mesh Signs	48"x48"	\$		\$
1.	Roll Up Mesh Signs	34"x24"	\$		\$
1.	Construction Zone/Supplemental	12"x18"	\$		\$
1.	Construction Zone/ Supplemental	24"x12"	\$		\$
1.	Construction Zone/ Supplemental	18"x24"	\$		\$
1.	Construction Zone/ Supplemental	30"x24"	\$		\$
1.	Construction Zone/ Supplemental	30"x30"	\$		\$
1.	Construction Zone/ Supplemental	48"x18"	\$	NO BID	\$
1.	Construction Zone/ Supplemental	48"x24"	\$		\$

45.	Custom Message	18"x24"
46.	Dead End	30"x30"
47.	Dead End	24"x24"
48.	Detour	30"x24"
49.	Dip	30"x30"
50.	Dip	36"x36"
51.	Double Arrow	48"x24"
52.	Fluorescent Yellow Green Safety	24"x18"
53.	Fluorescent Yellow Green Safety	24"x24"
54.	Fluorescent Yellow Green Safety	30"x30"
55.	Fluorescent Yellow Green Safety	36"x36"
56.	Fluorescent Yellow Green Safety	48"x48"
57.	Fresh Oil	24"x24"
58.	Handicap Unlimited Word/Symbol	12"x6"
59.	Handicap Unlimited Word/Symbol	12"x9"
60.	Handicap Unlimited Word/Symbol	12"x12"
61.	Handicap Unlimited Word/Symbol	12"x18"
62.	Handicap Unlimited Word/Symbol	12"x24"
63.	Handicap Unlimited Word/Symbol	18"x18"
64.	Handicap Unlimited Word/Symbol	18"x24"
65.	Handicap X-ing	12"x18"
66.	Handicap X-ing	18"x24"
67.	Handicap X-ing	24"x30"
68.	Handicap X-ing	30"x30"
69.	Handicap X-ing	36"x36"
70.	Handicap X-ing	48"x48"
71.	Arrow Sign	21"x12"
72.	Ice On Bridge	30"x30"
73.	Interlocal Project Signs	4'x8' Plywood (one Sided)
74.	Interlocal Project Signs(plywood)	4'x8' Double Sided
75.	Office & Shop Signs	_____
76.	Keep Back 25 Feet	12"x9"
77.	Left to Right Marker Bridge	12"x36"
78.	Left to Right Marker Bridge	18"x24"
79.	Mattress	18"x24"
80.	Men Working	24"x24"
81.	Metal Area	18"x24"
82.	Mowers Ahead	36"x36"
83.	Mowers Ahead	48"x48"
84.	Narrow Bridge	24"x24"
85.	Narrow Bridge	30"x30"
86.	Neighborhood Watch	18"x24"
87.	No Dumping	60"x30"
88.	No Dumping	18"x24"
89.	Pavement Ends	30"x30"
90.	Pedestrians	36"x36"

Category B- Refacing of Signs

NO BID

NO BID

NO BID

NO BID

NO BID

NO BID

93.	Public/Private Parking	12"x18"
94.	Public/Private Parking	18"x24"
95.	Right to Left Marker	12"x36"
96.	Right to Left Marker	18"x24"
97.	Road Closed to Thru Traffic	60"x30"
98.	Road Closed to Thru Traffic	48"x30"
99.	Road Closed	48"x30"
100.	Road Closed	36"x36"
101.	Road Construction Ahead	36"x36"
102.	Road Construction Ahead	48"x48"
103.	Road Construction Ahead	30"x30"
104.	Road Machinery Ahead	36"x36"
105.	Road Machinery Ahead	48"x48"
106.	Road Machinery Ahead	30"x30"
107.	School Ped X-ing	30"x30"
108.	School Zone	24"x8"
109.	School Zone	24"x10"
110.	School Zone	18"x24"
111.	School Zone	24"x24"
112.	School Zone	24"x30"
113.	School Zone	24"x48"
114.	School Zone	36"x36"
115.	School Zone	48"x48"
116.	School Zone	30"x30"
117.	Signs & Blanks	6"x30"
118.	Signs & Blanks	6"x24"
119.	Signs & Blanks	6"x18"
120.	Signs & Blanks	6"x36"
121.	Signs & Blanks	30"x30"
122.	Single Arrow Left/Right	30"x36"
123.	Single Arrow Left/Right	48"x24"
124.	Slow	30"x30"
125.	Slow	24"x24"
126.	Slow For Children	24"x30"
127.	Slow For Children	18"x24"
128.	Specialties Signs	6"x12"
129.	Specialties Signs	18"x24"
130.	Specialties Signs	30"x24"
131.	Specialties Signs	12"x18"
132.	Specialties Signs	48"x24"
133.	Specialties Signs	4"x8"
134.	Specialties Signs	30"x36"
135.	Specialties Signs	24"x24"
136.	Specialties Signs	4"x4"
137.	Specialty Signs	2"x16"
138.	Specialty Signs	12"x9"

Category B- Refacing of Signs

NO BID

NO BID

NO BID

NO BID

NO BID

NO BID

141.	Specialty Signs	36"x12"
142.	Specialty Signs	48"x48"
143.	Speed Limit	18"x24" (10-40mph)
144.	Stop Ahead	24"x24"
145.	Stop Ahead	30"x30"
146.	Stop Ahead	36"x36"
147.	Stop Signs	30"x30"
148.	Stop Signs	24"x24"
149.	Stop Signs	36"x36"
150.	Stop Signs	18"x18"
151.	Stop Signs	48"x48"
152.	Street Name Signs	6"x30"
153.	Street Name Signs	6"x24"
154.	Street Name Signs	6"x18"
155.	Street Name Signs	6"x36"
56.	Supplemental Plaques	12"x6"
57.	"T" Intersection	24"x24"
58.	"T" Intersection	30"x30"
59.	Tire Area	18"x24"
60.	Traffic Signs	9"x12"
61.	Traffic Signs	18"x12"
62.	Traffic Signs	18"x24"
63.	Traffic Signs	24"x30"
64.	Traffic Signs	24"x36"
65.	Traffic Signs	30"x30"
66.	Traffic Signs	30"x36"
67.	Traffic Signs	36"x12"
68.	Traffic Signs	48"x24"
69.	Traffic Signs	48"x48"
70.	Trash Area	18"x24"
71.	Truck Crossing	36"x36"
72.	Truck Crossing	48"x48"
73.	Truck Crossing	30"x30"
74.	Type III End of Road	10"
75.	Warning Signs	24"x24"
76.	Warning Signs	30"x30"
77.	Warning Signs	36"x36"
78.	Warning Signs	24"x18"
79.	Warning Signs	48"x48"
80.	Warning Signs	9"x12"
81.	Warning Signs	18"x12"
82.	Warning Signs	24"x30"
83.	Warning Signs	24"x36"
84.	Warning Signs	36"x12"
85.	Warning Signs	48"x24"
86.	Water On Bridge	48"x48"

Category B- Refacing of Signs

NO BID

NO BID

NO BID

NO BID

NO BID

189.	Yield Sign	36"x36"x36"
190.	Y Intersection	30"x30"
191.	Your Trash Must Be Secure	18"x24"
192.	Fresh Oil	30"x30"
193.	Specialty Signs	4"x8"
194.	Slow	36"x36"

\$	NO BID	\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$	NO BID	\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$

BID PAGE- EXHIBIT "B"
CATEGORY C (Accessories)

<u>No.</u>	<u>Description</u>	<u>Size/ Color</u>	<u>Unit Price</u>
1.	Handicap Stencil	36"x36" 44x38 RPM111A	\$64.29
2.	Stop Stencil	36"x36" (Individual -48")	\$171.44
3.	3" Center Pavement Reflectors	Amber	\$NO BID
4.	3" Center Pavement Reflectors	Clear	\$NO BID
5.	3" Center Pavement Reflectors	Red or White	\$NO BID
6.	4" Center Pavement Reflectors	Amber -RPM290YY	\$1.64
7.	4" Center Pavement Reflectors	Clear (Quoting white)	\$1.64
8.	4" Center Pavement Reflectors	Red or White- RPM290XX	\$1.64-wH / 3.08-RE
9.	Aluminum Brackets for 6" & 9"	RPB809FUC180 (6" only available for U channel)	\$6.59
0.	Post Cap for U Channel Posts	RPB910FOL90	\$4.06
1.	Post Cap for 2" and 3" Posts	RPB808FR238 / RPB808FR3	\$5.92-2" / 7.34-3"
2.	Post Cap for 1 3/4 sq Post for Flat Assy	RPBSP175PCAP	\$1.90
3.	90° Brackets for 4 Way Assy	RPB990F	\$4.13
4.	45° / 180° Brackets for 4 Way Assy	RPB457F (H)	\$4.81
5.	Barricades	—	\$
6.	A Frame 30" Tall x 6' Wide All Plastic Frame	BSP200 + SP372EMOW6	\$54.49
7.	8' Type III Orange or Red/White Type A & C	—	\$259.97
8.	96"x8" Reflective 1" Thick Type III	Orange/White	\$54.96
9.	End of Road 8'/10' & 12'	—	\$NO BID
0.	Barrel Tape	2"x50 yds	\$NO BID
1.	Barrel Tape	4"x50 yds	\$NO BID
2.	Barrel Tape	6"x50 yds	\$NO BID
3.	Reflective, General Purpose Tape (Red, White, Yw)	(1"x3- yd Roll	\$NO BID
		2"x30 Yd roll, 3"x30 Yd Roll)	
4.	Type A & C Orange Left/Right Type III	8"x50 yds	\$192.31
5.	Type A & C Orange Left/Right Type III	8"x100 yds	\$384.62
6.	Flexible Road Marker	62" White w/ White Reflector Sheeting	\$15.84
7.	Flexible Road Marker	62" White w/ Yellow Reflector Sheeting	\$15.84
8.	Post Driver	RHDH8	\$207.41
9.	Jiggle Bars	6"x34"-RPMRSTRIP-(Rumble Strip)	\$7.11
0.	Anti Theft Bolts	5/16 Bolts 2 1/2" x 3 RHB202	\$.32
1.	Anti Theft Bolts	1/4 Bolts 2" RHB203-5/16" x 2 1/2"	\$.25
2.	Cross Brackets	2" & 3" RPB808FCR / RPB808FCR45	\$5.75-2" & 3"
3.	Round Post Brackets	2" & 3" RPB808FR238 / RPB808FR3	\$5.92-2" 7.34-3"
4.	Industrial Grade Mil Barrier Tape	BSP710X	\$8.27
5.	Temporary Barrier Fence	—	\$NO BID
6.	Quick Fence Safety System	—	\$NO BID
7.	U Post Brackets 2" & 3"	—	\$NO BID
8.	1/4" Screws for Brackets (Blade Holders)	RTH40	\$.17
9.	3" Post Caps	—	\$5.50
0.	Chevrons	18"x24" (Engineer Grade)	\$11.27
1.	Cones Traffic	18" Plain, Bright Orange Top, Black Base	\$6.41

Category C- Accessories

44.	Cones Traffic	28" Orange/ Red Glow	\$ 8.41
45.	Cones Traffic	28" With Reflective Collars	\$ 16.12
46.	11 1/2" x 16 Decals	(1) color, non reflective	\$ 10.24
47.	Post Domes	RPBcdca50	\$ 1.63
48.	Double Arrow	48"x24" Yellow Reflective Alum Rectangle	\$ 40.11
49.	Municipal Emblems (Pressure Sensitive)	— 11 1/2" x 8 - Nonreflective	\$ 15.00
50.	5 Gal. Epoxy Kit	— (Price for A&B)	\$ 40818.18 HM
51.	One Gal Kit Epoxy	— (Price for A&B)	\$ 288.88
52.	Quick Sticks	—	\$ NO BID
53.	Locknuts	RHB109	\$.25
54.	6"x12" Bridge Markers	SO6120m22VEA	\$ 2.75
55.	End of Roadway Markers/ Button Delineators	18"x18" S18180m11HEA	\$ 15.33
56.	Object Markers Reflective	12"x36"	\$ 11.27
57.	Object Markers Reflective	10"x30" } Engineer Grade	\$ 9.82
58.	Object Markers Reflective	6"x24"	\$ 6.35
59.	6' Delineator Posts (Flexible)	RPOFD66wHH4312 - 66"	\$ 15.84
60.	18" Double Faced Hand Paddles	(Includes 7" handle)	\$ 9.52 non reflective 16.35-ref
61.	Quad Stands for Roll Up Mesh Signs	RC202	\$ 120.00
62.	Round Plastic Reflector	Red - RD1314BR	\$.60
63.	33"x3" Reflective Keep Back 500 Feet	Engineer grade	\$ 4.69
64.	Round Plastic Reflectors	Amber - RD1314BY	\$.60
65.	Rectangular Reflectors 3"x8" Type A& C	—	\$ NO BID
66.	Safety Flags Fluorescent w/ Stiffener	16"x16"	\$ NO BID
67.	Safety Flags Fluorescent w/ Stiffener	18"x18"	\$ 2.83
68.	Safety Splice U Channel Sign Post System & Tubular Post	-RHLAPSPLICE	\$ 12.98
69.	8"x10" Upright Sign Post	—	\$ NO BID
70.	Stub Post & Hardware	—	\$ NO BID
71.	Sign Assy Hardware	U Channel - RHB102, RHNUT, RHWASH	\$.37 each
72.	Sign Assy Hardware	Tubular Post 8' #min. (37) bundle	\$ 11.25 HM
73.	Sign Assy Hardware	Tubular Post 10'	\$ 13.09
74.	Sign Assy Hardware	Tubular Post 12'	\$ 15.71
75.	Sign Assy Hardware	Sq. Post 12' 14 Gauge 1.75"	\$ 23.61
76.	Sign Assy Hardware	Screw Set	\$ NO BID
77.	Super Dome Drums	Molded Rubber Base	\$ NO BID
78.	Super Dome Drums	Blue Net Sheeting 15"	\$ NO BID
79.	Portable Stands (3 & 4 Legs) Quadra Flex	36" Stand RC202	\$ 120.00
80.	4" Transfer Tape	BSHZ1026S - 4.25"	\$ 12.20
81.	U Channels	12"x3" Heavy Gauge 12' 3lb	\$ 29.25
82.	U Post	U Shaped Green Galvanized 10 ft, 12 Ft - 2lb	\$ 12.35 - 10' 14.81 - 12'
83.	Wing Bracket for All Sign Plates	Standard 16" Wing Bracket - RPB8	\$ 4.88
84.	Wing Bracket	Heavy Duty 24" Wind Bracket - RPB800	\$ 19.13
85.	Slipbase Assy Posts	12" 1.5' 12.6. 2.25"	\$ 6.13
86.	Set U Bolt Clamps	3" RPBZ238 2 3/8"	\$ 3.38
87.	Decals (Fire Extinguisher Inside)	1 3/4 x 18" (non reflective)	\$ 2.63
88.	Delineator	6' 1.12 1b	\$ 5.09
89.	Post w/ Slipbase Assy	12'	\$ 34.18

AI-12473

10.A.10.

**Pre-Cast Safety End Treatment-Hidalgo County
CC REGULAR**

Date: 12/02/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements for Bid No: 2008-340-10-22-MEG-Pre-Cast Safety End Treatment-MEG.

BACKGROUND

1. Current contract expires 12/31/08.
2. Bid submittal and Contract reviewed and approved by legal counsel on 11/13/08.
3. Recommended vendor is "L & R Precast Concrete Works, Inc.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1201-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Supplies will be requested on an "As Needed" Basis

FISCAL YEAR: 2008

ACCT. #: 1202-431-00-122-006-0-674

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Supplies will be requested on an "As Needed" Basis

FISCAL YEAR: 2008

ACCT. #: 1203-431-00-123-005-0-731/674

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Supplies will be requested on an "As Needed" Basis

FISCAL YEAR: 2008

ACCT. #: 1204-431-00-124-007-0-679/731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Supplies will be requested on an "As Needed" Basis

Attachments

Link: PARTICIPATION LOG

Link: ACCEPTANCE LOG

Link: L&R PRECAST'S BID RESPONSE

Link: CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:06 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:26 PM	APRV
3	Erika Reyna	Erika Reyna	11/26/2008 09:12 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Vangie Garcia

Started On: 11/22/2008 08:50 AM

Final Approval Date: 11/26/2008

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: October 22, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "PRE-CAST SAFETY END TREATMENT"

BID NO.: BID 2008-340-10-22-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. L & R PRECAST CONCRETE ATTN: LISA GARZA	MAIL	ELENA GOMEZ	10/06/08	3807 N. BENTSEN PALM DR. MISSION, TEXAS 78572 PH 583-6293
2. RIO VALLEY PIPE, L.L.C. ATTN: ROGER GONZALEZ	MAIL	ELENA GOMEZ	10/06/08	7301 W. EXPRWAY 83 MISSION, TEXAS 78572 PH : 956-580-2502
3. HANSON PIPE & PRECAST ATTN: RAUL LOPEZ	EMAIL	ELENA GOMEZ	10/06/08	1300 N. REBB ROAD POBOX 1905 LA FERIA ,TEXAS 78559 PH: 797-3227 Raul.lopez@hanson.com
4.				
5.				
6.				
7.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

**HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET**

DEPARTMENT NAME: [Hidalgo County](#)

BID OPENING DATE: [October 22, 2008](#)

OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: “ [Pre-Cast Safety End Treatment](#)”

BID NO: 2008-[340-10-22-MEG](#)

	NAME OF COMPANY	ACKNOWLEDGEMENT
1.	Rio Valley Pipe,. L.L.C.	Y
2.	L & R Precast Concrete	Y
3.	Hanson Pipe & Precast	Y
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Bid
For
HIDALGO COUNTY
Pre-Cast Safety End Treatments
Bid No: 2008-340-10-22-MEG
October 22, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: L & R PRECAST CONCRETE WORKS, INC.

Address: 3807 N. BENTSEN PALM DR, MISSION, TX 78574

By: Lisa Carlos

Printed Name: LISA CARLOS

Title: VICE PRESIDENT

EXHIBIT "B"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

HIDALGO COUNTY
"Pre- Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

**II. Pre-Cast Safety END TREATMENT - TYPE II- CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	UNIT PRICE	SIZE PSET-RC	SLOPE	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 650
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 875
24"	4-1	\$ 850	24"	4-1	\$ 850
30"	6-1	\$ 1,450	30"	6-1	\$ 1,450
30"	4-1	\$ 1,300	30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

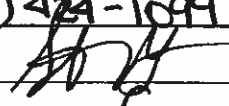
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG
BID PAGE

III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE
-PSET-RP

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ None

BIDDER'S NAME:	L & R PRECAST CONCRETE WORKS, INC.
ADDRESS:	3809 N. BENTSEN PALM DRIVE
CITY/STATE/ZIP CODE:	MISSION, TX. 78572
PHONE NUMBER:	(956) 583-6293 OFFICE / (956) 789-7789 CELL
FAX NUMBER :	(956) 424-1099
AUTHORIZED SIGNATURE:	
PRINTED NAME:	STEVE GARZA
TITLE:	SALES MANAGER
DATE:	10-20-08

REQUIREMENTS AGREEMENT
C-08-340-12-02

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 1, 2009** by and between **L & R Precast Concrete Works, Inc., a Corporation** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Pre-Cast Safety End Treatment**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Pre-Cast Safety End Treatment**" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **January 1, 2009 to December 31, 2009** with the option to renew for an additional one (1) year period (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: L & R Precast Concrete Works, Inc.
 3807 N. Bentsen Palm Dr,
 Mission, Texas 78579

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. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the

other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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

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

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Company:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED BY COMMISSIONERS COURT ON: _____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Stephen L. Crain

Date: _____

EXHIBIT “A”
SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY
“PRE-CAST SAFETY END
TREATMENT”

RFB: 2008-340-10-22-MEG

EXHIBIT A

HIDALGO COUNTY "Pre-Cast Safety End Treatments" Bid No. 2008-340-10-22-MEG

TERMS AND CONDITIONS/SPECIFICATIONS:

1. Bidder(s) shall supply, where needed (on an "As Needed" Basis) in Hidalgo County, or Job Site, Hidalgo County "Precast Safety End Treatments".
2. Bid prices shall remain firm for a period of one (1) year with County's option to extend the contract for an additional year under the same rates terms and conditions. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
4. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
5. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. All costs and expenses associated with the preparation and submission of (bids, proposals and or/quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "A"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

**II. Pre-Cast Safety END TREATMENT – TYPE II-CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	SIZE PSET-RC	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1	18"	6-1
18"	4-1	18"	4-1	18"	4-1
24"	6-1	24"	6-1	24"	6-1
24"	4-1	24"	4-1	24"	4-1
30"	6-1	30"	6-1	30"	6-1
30"	4-1	30"	4-1	30"	4-1

III. PRECAST SAFETY END TREATMENT – TYPE II PARALLEL DRAINAGE -PSET-RP

SIZE	SLOPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

A. 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.

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 inquiries will be accepted via facsimile no later than, **October 15, 2008 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., October 17, 2008**

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY “PRE-CAST SAFETY END TREATMENT”

RFB: 2008-340-10-22-MEG

Bid
For
HIDALGO COUNTY
Pre-Cast Safety End Treatments
Bid No: 2008-340-10-22-MEG
October 22, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: L & R PRECAST CONCRETE WORKS, INC.

Address: 3807 N. BENTSEN PALM DR, MISSION, TX 78574

By: Lisa Carlos

Printed Name: LISA CARLOS

Title: VICE PRESIDENT

EXHIBIT "B"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

HIDALGO COUNTY
"Pre- Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

**II. Pre-Cast Safety END TREATMENT - TYPE II- CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	UNIT PRICE	SIZE PSET-RC	SLOPE	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 650
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 875
24"	4-1	\$ 850	24"	4-1	\$ 850
30"	6-1	\$ 1,450	30"	6-1	\$ 1,450
30"	4-1	\$ 1,300	30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG
BID PAGE

III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE
-PSET-RP

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ None

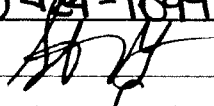
BIDDER'S NAME:	L & R PRECAST CONCRETE WORKS, INC.
ADDRESS:	3809 N. BENTSEN PARK DRIVE
CITY/STATE/ZIP CODE:	MISSION, TX. 78572
PHONE NUMBER:	(956) 583-6293 OFFICE / (956) 789-7784 CELL
FAX NUMBER:	(956) 424-1099
AUTHORIZED SIGNATURE:	
PRINTED NAME:	STEVE GARZA
TITLE:	SALES MANAGER
DATE:	10-20-08

EXHIBIT “C”

INSURANCE REQUIREMENTS

**HIDALGO COUNTY
“PRE-CAST SAFETY END
TREATMENT”**

RFB: 2008-340-10-22-MEG

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/21/2008

PRODUCER (956) 565-2481 FAX (956) 565-2733
 McAfee Insurance Agency
 P. O. Box 625
 321 Second Street
 Mercedes, TX 78570

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 L&R Precast Concrete Works, Inc.
 3807 N Bentsen Palm Drive
 Mission, TX 78574

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A American States Insurance Co
 INSURER B AmCOMP Assurance Corporation
 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	
A		GENERAL LIABILITY	04CC171166-7	03/06/2008	03/06/2009	EACH OCCURRENCE	\$ 500,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY	\$ 500,000
	☐	POLICY ☐ PRO- JECT ☐ LOC				GENERAL AGGREGATE	\$ 500,000
						PRODUCTS - COMP/OP AGG	\$ 500,000
A		AUTOMOBILE LIABILITY	01BA403819-3	03/06/2008	03/06/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	☐	ANY AUTO				BODILY INJURY (Per person)	\$
	☒	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐	ANY AUTO				OTHER THAN EA ACC	\$
	☐					AUTO ONLY AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	☐	OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐	DEDUCTIBLE					\$
	☐	RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV 4141693	12/09/2007	12/09/2008	☒ WC STATU- TORY LIMITS ☐ OTH- ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County is named as an additional insured with respects to the General Liability.

CERTIFICATE HOLDER

Hidalgo County
 2802 South Business 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
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
 BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
 OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Robert R Garza/JEN



AI-12497

10.A.11.

**Fuel Credit Card Policy
CC REGULAR**

Date: 12/02/2008

Submitted By: Ovidio Gonzalez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration and action on amending/updating the Fuel Credit Card Policy.

BACKGROUND

Please see attached Fuel Credit Card Policy.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: [Fuel Credit Card Policy \(R\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 01:14 PM	APRV
2	Veronica Lopez	Veronica Lopez	11/25/2008 03:21 PM	APRV
3	Auditor's Office		11/26/2008 04:34 PM	PEND

Form Started By: Ovidio Gonzalez
Started On: 11/25/2008 09:57 AM

Final Approval Date: 11/26/2008

Department of Budget & Management

Effective Date: February 26, 2008

Title: FUEL CREDIT CARD USE POLICY

1.0 Introduction

The purpose of this policy is to provide rules guidance and procedures for the use of Fuel Credit Cards and to provide for disciplinary action for the misuse thereof.

The Elected Official Department Head shall serve as the Fuel Card Manager. The Purchasing Agent / Assistant Purchasing Agent or the Travel Fuel Credit Card Specialist Coordinator shall serve as the County wide Fuel Card Administrator. The Fuel Card shall be assigned responsibility for administering the Fuel Card Program for their respective office department. Each fuel card will be assigned to a specific county vehicle and is to be used exclusively for that vehicle and official county business. Additional fuel cards will be issued to authorized cardholders for non-vehicle related fuel purchases (e.g., lawnmowers and weed eaters).

- a.) Card Manager and employees receiving a car allowance should not be able to hold a fuel card.
- b.) Some fuel cards may need to be assigned to individuals for non-vehicle related fuel purchases.
- c.) Under no circumstance should card be used for another vehicle other than that for which it is assigned.

OBTAINING A CREDIT CARD

- a.) The Card Manager shall make requests to the Card Administrator fuel card(s);
 - i.) Each card shall have pre-established merchant codes, credit limits, purchases limits; and limit on daily # of transactions.
 - ii.) Requests for changes to these limits shall only be authorized by the Card Administrator.
- b.) The Card Administrator shall obtain approval from Commissioner's Court before issuing a fuel credit card.
- c.) Once approval is obtained the Card Administrator shall coordinate with the requester.
- d.) The Card Administrator must provide face-to-face training to the Card Manager and the training is provided. The training shall be provided yearly to existing card holders. The Card Administrator shall maintain evidence of the training in the form of a sign-in sheet.

The Card Administrator shall require the cardholder to sign a fuel card agreement.

CARD SECURITY:

Fuel Cards shall be kept secure and safe by the Elected Official Department Head. It is the assigned employee's responsibility to safeguard the fuel card and their employee PIN numbers.

The Card Administrator shall maintain the name and number of the card issuer representative.

- a.) The Card Administrator shall maintain a list of approved Cardholders and the Card Manager assigned to the card. The list shall include the authorized merchant codes credit limits, purchases limit; and limit on daily # of transactions. List shall be physically secured.
- b.) An updated list shall be submitted to the accounts payable department each time a new user is approved/removed.
- c.) The Card Manager shall also maintain a list of approved cardholders for his/her department.
- d.) Card design should be a unique color and signed to reduce the risk of being accidentally used as a personal credit card.
- e.) Card should have pre-printed name of the organization above the name of vehicle ID.
- f.) The card should be pre-printed to clearly state "Fleet" Fuel only on the front.

If the fuel card is lost or stolen the Elected Official/Department Head for the department shall notify the Purchasing Department designee immediately. The Purchasing Department will then notify (the fuel card company) to cancel the lost or stolen fuel card. A new card will be promptly issued. If the lost or stolen fuel card is subsequently found, the fuel card shall be returned to the Purchasing Department and will be destroyed.

FUEL CARD PURPOSE

Only authorized cardholders shall have access and use to a fuel card. Pursuant to Commissioner's Court's approval Hidalgo County will provide a fuel credit card (the "card") program to those Elected Officials, Departments, Agencies and Programs for the purpose of fueling fleet vehicles. Request for fuel cards must be presented to Commissioner's Court for approval to identify users of the cards.

Elected Officials, Department Head, Agency and or Program Directors may enact a more restrictive policy regarding usage of cards in their respective departments.

Fuel cards will be restricted to purchase of fuel for the County vehicles to which they are assigned. In addition fuel cards may be issued to authorized cardholders for non-vehicle related fuel purchases (i.e. lawnmowers and weed eaters). Under no circumstance is a fuel card to be used for personal vehicles or other use other county vehicles for which the card is not assigned.

If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds as opposed to the fuel card a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division along with proper supporting documentation (i.e. original receipts).

Fuel cards will have credit limit of \$500.00 per month and two transactions per day unless otherwise requested and approve.

PROCEDURES

The following procedures are required and will be adhered to when using the Card.

- a. A statement of Understanding (attached hereto) acknowledging the understanding of this policy and the sanctions for misuse must be signed and kept in a file by the Elected Officials, Department Head, Agency and Program Director for each individual utilizing the card.
- b. A Purchase Order for the purchase of fuel must be open and valid prior to using the card. All funds for the cards shall be in the appropriated budget line items.
- c. A signed roster of the employees using or possessing a card must be kept with the Elected Officials, Department Head with a copy to the Purchasing Department (County Wide Administrator) Agent.
- d. When using the Card at a self serve pump, the employee will:
 - Enter the vehicle number.
 - Enter the odometer reading.
 - Enter P.I.N. (Personal Identification Number).
 - Request for receipt.
 - Submit receipt to their Elected Official, Department, Agency or Program Budget Clerk the same date.
 - If fueling after established Elected Official, Department, Agency or Program hours submit the receipt to the Elected official department Head the next business day.
- e. if an employee loses a receipt the employee will submit an affidavit accounting for the specific lost data. The affidavit shall accompany request for payment to the Hidalgo County Auditors Office.
- f. When the card statement is received then the Budget Clerk shall reconcile the charges.
- g. If the statement is reconciled the Budget Clerk shall deliver all documents necessary for payment to the County Auditors Office.

- h. If the statement is not reconciled the Budget Clerk shall notify the authorizing Elected Officials, Department Head, Agency or Program Director for resolution. If the statement cannot be reconciled internally, then the Budget Clerk shall notify Credit Card Company and dispute any amounts that are determined to be in error. The Budget Clerk shall deliver to the County Auditors Office an annotated copy of the billing statement showing amounts in dispute with a request for payment on undisputed amounts.
- i. The Budget Clerk shall deliver Card billings statements to the County Auditor's Office within (5) working days following receipt of the billing statement. The County Auditor's Office shall make every effort in the normal course of business to process valid billing statements for payments prior to the payment due dates.
- j. The Card is never to be used for personal Non-County related purchases and or securing of goods or service.
- k. The Purchasing Agent at their discretion may terminate privileges at any time due to misuse abuse etc.

DOCUMENTATING PURCHASES

Cardholders shall be required to maintain a log of fuel purchases and receipts. The log will include:

- a.) Date and purpose of the purchase, merchant name, and gallons purchased, name of the purchaser, total amount of purchase and odometer readings.

The Card Manager shall reconcile the log and receipts to the monthly statement will confirm odometer readings at the end of the month (on a sample basis) and analyze (on a sample basis) purchases being made frequent losses of receipts should result in disciplinary action. The Cardholder may also be required to pay charges with his/her own personal funds.

Every attempt should be made to ensure balances are paid in full each month (Resolution of disputed charges).

DISPUTED CHARGES

- a.) The Card Manager shall inform the card administrator of disputed charges within two calendar days. Communication shall be documented.
- b.) The Card Administrator shall inform the card issuer within two calendar days communication shall be documented.

Credit Card statement(s) shall be sent to Credit Card Manager and the Accounts Payable Department.

CANCELING A CARD

The Fuel Card Manager shall immediately notify the Fuel Card Administrator in writing when:

- a.) A vehicle is sold, wrecked or removed from service;
- b.) A vehicle is transferred to another county department; or
- c.) An authorized card user's employment with the county is terminated.
- d.) The written notification shall include a request to cancel the card. The reasons for canceling the card. Identify the fuel card number, vehicle identification number, unit number, license plate number and authorized user (if any).
- e.) Upon written notification the Fuel Card Administrator shall request from the Credit Card Vendor the card be cancelled. The request shall be made in writing.
- f.) The written request shall be filled for record keeping purposes.
- g.) The Card Manager shall surrender and document to the Card Administrator for destruction and discarding of the card.

Fuel Card Rebates

Fuel Card rebates shall be addressed by the Department of Budget and Management for proper credit to the County of Hidalgo. The rebates shall be sent directly to the County Treasurer for deposit.

SEPARATION FROM COUNTY

Prior to separation from the County the employee shall surrender the fuel card to the Elected Official Department Head/Agency or Program Director. Upon receipt of the fuel card. The Elected Official Department Head/Agency Director will forward the fuel card along with required or applicable forms or documents to the Purchasing Agent. Thereafter the Purchasing Agent will contact (the fuel card company) and deactivate the fuel card and it will be destroyed.

TRANSFERRING TO ANOTHER COUNTY DEPARTMENT

Before transferring to another Count Department the Fuel Cardholder shall surrender the card to their respective Elected Officials, Department Head, Agency or Program Director. The procedures detailed in **SEPARATION FROM COUNTY** must be followed.

SANCTIONS

Any misuse of the card will result in reasonable disciplinary actions that may include a combination of the following:

- Termination of Employment
- Payroll deduction of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase.
- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require the use of the Card.
- Limitation on the use of the card and/or termination of the right to use the card at anytime with or without cause.
- Other discipline as authorized by the Elected Officials, Department Head, Agency or Program Director.

THE COUNTY OF HIDALGO TEXAS

FUEL CREDIT CARD POLICIES

STATEMENT OF UNDERSTANDING

I have read understood and will abide by the Fuel Credit Card Policy (The "Policy"). I understand that the Fuel Credit Card Policy is designed to improve the management and control of official business of the County of Hidalgo.

I further understand the issuance of a Fuel Credit Card (the "Card") to me is keeping with my assigned duties and responsibilities and that I am being specifically directed to:

- Abide by all policies rules and understandings with respect to the Card.
- Use the Card only for those necessary and reasonable expenses incurred or authorized for the direct purpose of the Fuel Credit Card Program.
- Make **ABSOLUTELY NO** personal use of the card.
- Use the card only as anticipated in the Budget.
- Use of the Card for emergency purchases must be completed as outlined in the policy.
- Retain and submit original receipts for all Card use.
- Keep the Card in my possession and control at all times.
- Allow no one else to use the Card assigned to me.
- Permanently surrender the Card when my duties no longer require the use of the Card.

I agree to comply with the terms and conditions of the Hidalgo County Fuel Credit Card Policy. I understand that any misuse of the Card will result in one or more of the following:

- Termination of employment.
- Payroll deduction of any unauthorized purchases and of any administrative cost associated with any unauthorized purchase.

- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Elected Official/Department Head for violation of Fuel Credit Card Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Policy.

Print Name

Employee Signature

Employee No.

Date

Department Name

AI-12510

10.B.1.

Laptops

CC REGULAR

Date: 12/02/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network's awarded vendor-CDW Government TCPN-R4713 through requisition #143950 in the amount of \$5,959.83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1201-431-00-121-004-0-745

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req # 143950 in the amount of \$5,959.83 as of 11-25-08
Available balance in account as of 11-25-08 \$18.71

Attachments

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:40 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:43 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/26/2008 09:32 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Matilde Faz

Started On: 11/25/2008 11:39 AM

Final Approval Date: 11/26/2008

ATTN: Mert.

CDW CDW-G CDW Canada

Your Account Manager

Mike Lamdagan

Shopping Cart 0 Items Support Log Off

Shop CDW-G My Account

Hi Robert (not you?)

Search for...

All Products

Find it

Browse All Categories

Print This Page

Account Support

Tools

Manage Your Account

Quotes and Favorites

Order Center

Quotes

Recent Quotes Quote Details

Quote #

Find

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Send quote to an associate

Quote Information

Quote #: MJJ1354

Status: Open

Quote Date: 11/6/2008

Contact: ROBERT ELIZONDO

Description: TABLET I QUOTE

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Shipping Address

HIDALGO COUNTY
ROBERT ELIZONDO
1902 JOE STEPHENS AVE
WESLACO, TX 78596-3700



Need Help?

Contact
Mike Lamdagan
Phone: (866) 339-7084
Fax: (312) 705-9164
E-Mail quote to Mike

Billing Address

ROBERT ELIZONDO
ATTN: HIDALGO COUNTY
1902 JOE STEPHENS AVE
WESLACO, TX 78596-3700

(956) 973-7816

Payment Method

MasterCard/Visa Govt

Shipping Method

UPS Ground

REQ # 143950

Adm/145

Product

Lenovo ThinkPad X200 Tablet 7449 - Core 2 Duo SL9400 1.86 GHz - 12.1" TFI
Lenovo ThinkPad Depot Plus Accidental Damage Protection - 3 years

Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Tcpn Contract #r4713	1596854	7449F9U	3	\$1,812.99	\$5,438.97
Tcpn Contract #r4713	785228	41C9340	3	\$173.62	\$520.86
Sub-Total					\$5,959.83
Shipping:					\$0.00

AI-12508

10.B.2.

**Award - Culvert Pipe Washout Mi 3 & FM 491- Precinct#1
CC REGULAR**

Date: 12/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department
Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Dos Logistics to award Bid to the lowest bidder meeting all specifications for bid No 08-320A-11-12-LRM "Repair, Reconstruction of Culvert Pipe Bridge Washed-out at mi 3N & fm 491" and to enter into a contract with the approval date the same as bid award date and therefore complying with date requirements for applicable bonds.

BACKGROUND

Final award of contract will be presented for approval once bonds have been recieved. Per Precinct#1, this item relates to the Precinct#1 - Drainage Improvement Project.

Fiscal Impact

FISCAL YEAR: 2008
ACCT. #: 8-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11-26-08 \$260,140.09

Attachments

Link: [bid tabulation](#)

Link: [broken down bid Tabulation backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:37 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:41 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/26/2008 11:41 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Laura Moya
Started On: 11/25/2008 11:36 AM

Final Approval Date: 11/26/2008

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1

BID OPENING DATE: NOVEMBER 12, 2008

BID OPENING TIME: 9:30 A.M.

**DESCRIPTION OF BID: : “Repair, Reconstruction of Culvert Pipe Bridge Washed-out at MI 3 & FM 491”.
(PROJECT CARRIED BY: Dos Logistics**

BID NO: BID NO.: 2008-320A-11-12-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	Addendum No 1	Addendum No 2	BID BOND/ CASHIER'S CHECK
1.	H20 Construction	\$195,855.00	√	√	√
2.	McAllen Construction	\$233,015.00	√	√	√
3.	Closner Construction	\$134,887.50	√	√	√
4.					
5.					
6.					
7.					
8.					
9.					
10.					

BID TABULATION FOR
BID NO CAP-08-320A-11-12-LRM
Repair, Reconstruction of Culvert Pipe Bridge Washed-out at Mi 3N FM 491

Rair, Reconstruction of Culvert Pipe Washed Out at Mi 3N & FM 491		A20 Construction		McAllen Construction		Closner Construction Co	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
A1	100.00	\$ 20.00	\$ 2,000.00	\$ 75.00	\$ 7,500.00	\$ 3.75	\$ 375.00
A2	12.00	\$ 20.00	\$ 240.00	\$ 130.00	\$ 1,560.00	\$ 12.75	\$ 153.00
A3	80	\$ 50.00	\$ 4,000.00	\$ 150.00	\$ 12,000.00	\$ 16.75	\$ 1,340.00
A4	100	\$ 40.00	\$ 4,000.00	\$ 150.00	\$ 15,000.00	\$ 12.50	\$ 1,250.00
A5	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
A6	104	\$ 50.00	\$ 5,200.00	\$ 40.00	\$ 4,160.00	\$ 48.50	\$ 5,044.00
A7	800	\$ 0.35	\$ 280.00	\$ 1.00	\$ 800.00	\$ 2.75	\$ 2,200.00
A8	1	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 3,500.00	\$ 3,500.00
Roadway Total			\$ 22,720.00		\$ 47,720.00		\$ 18,862.00
B1	230	\$ 100.00	\$ 23,000.00	\$ 20.00	\$ 4,600.00	\$ 75.00	\$ 17,250.00
B2	70	\$ 800.00	\$ 56,000.00	\$ 1,220.00	\$ 85,400.00	\$ 425.00	\$ 29,750.00
B3	560	\$ 5.00	\$ 2,800.00	\$ 5.00	\$ 2,800.00	\$ 3.75	\$ 2,100.00
B4	166	\$ 110.00	\$ 18,260.00	\$ 75.00	\$ 12,450.00	\$ 62.00	\$ 10,292.00
B5	65	\$ 600.00	\$ 39,000.00	\$ 775.00	\$ 50,375.00	\$ 575.00	\$ 37,375.00
B6	75	\$ 75.00	\$ 5,625.00	\$ 50.00	\$ 3,750.00	\$ 15.00	\$ 1,125.00
B7	160	\$ 20.00	\$ 3,200.00	\$ 30.00	\$ 4,800.00	\$ 65.00	\$ 10,400.00
B8	70	\$ 30.00	\$ 2,100.00	\$ 20.00	\$ 1,400.00	\$ 25.00	\$ 1,750.00
B9	242	\$ 50.00	\$ 12,100.00	\$ 40.00	\$ 9,680.00	\$ 11.75	\$ 2,843.50
B10	140	\$ 40.00	\$ 5,600.00	\$ 15.00	\$ 2,100.00	\$ 12.75	\$ 1,785.00
B11	8	\$ 50.00	\$ 400.00	\$ 80.00	\$ 640.00	\$ 35.00	\$ 280.00
B12	13	\$ 100.00	\$ 1,300.00	\$ 100.00	\$ 1,300.00	\$ 25.00	\$ 325.00
B13	50	\$ 75.00	\$ 3,750.00	\$ 120.00	\$ 6,000.00	\$ 15.00	\$ 750.00
Drainage Total			\$ 173,135.00		\$ 185,295.00		\$ 116,025.50
Grand Total			\$ 195,855.00		\$ 233,015.00		\$ 134,887.50
Bond/Cashier Check			Bid Bond			Bid Bond	Bid Bond
Addendum No 1&2			√			√	√

AI-12507

10.B.3.

Landfill Access for Pct. 1

CC REGULAR

Date: 12/02/2008

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration and approval to exercise the County's sixty (60) day grace period extension (under the same rates terms and conditions) under the current contract with BFI Waste Systems of North America, Inc., so as to maximize the County's budget with an effective date of 1-01-09 through 3-01-09;

B. Requesting approval to advertise a request for bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: "Landfill Access for Precinct No. 1".(Bid No.: 2008-344)

BACKGROUND

Extension of sixty (60) day grace period of current contract extended expiring on March 1, 2009.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-432-00-121-001-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in PO #598290 is \$85,025.50 for BFI Waste Services of Texas, L.P. as of 11/25/08.

Available balance as of 11/26/08; \$8,324.21

Attachments

Link: [60-day extension](#)

Link: [Specs for Landfill](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	11/25/2008 02:35 PM	APRV
2		Budget & Management	Veronica Lopez	11/25/2008 02:40 PM	APRV
3		Roland Garcia	Rolando Garcia	11/26/2008 10:11 AM	APRV
4		Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 11/25/2008 11:24
AM

Final Approval Date: 11/26/2008

November 18, 2008

Mr. Jon Deicla, General Manager
BFI Waste Systems Of North America, Inc.
9402 West Expressway 83
Harlingen, Texas 78552

Via E-Mail: jon.deicla@awin.com

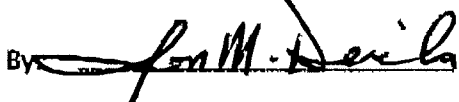
Re: Sixty (60) Day Extension - "E-07-468-12-18-Landfill Access For Pct. 1"

Dear Mr. Deicla:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 2, 2008 to exercise the option to exercise the sixty (60) day grace period for the current extended contract in place while procurement process is completed. Expiring on March 1, 2009 or, (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend the sixty (60) day extension of the extended contract in place under the same rate, term and conditions by signing below and returning to the Purchasing Department by no later than, Friday, November 21, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contracts Mgr. and/or by E-Mail: evangelina.garcia@co.hidalgo.tx.us.

BFI Waste Systems Of North America, Inc.

By: 

Date: 11-20-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: Cris Villarreal, Buyer
Hidalgo County Purchasing Department
cris.villarreal@co.hidalgo.tx.us

File



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
Via Email

ATTN: Noe Montes, Assistant Administrator

FROM: Cris Villarreal, Buyer C.V.
Hidalgo County Purchasing Department

DATE: October 23, 2008

RE: RFB for "Landfill Access for Precinct No. 1".

Please be advised that the above referenced contract has an option for the County to exercise a sixty (60) days grace period at the end of the contract term which expires on December 31, 2008.

We would like your approval to take advantage of the current prices for this project inasmuch as it will maximize the County's budget.

Unless you know of any rationale not to exercise the extension, we would appreciate you inform us as soon as possible. In the mean time, we will work on specifications for the same as well, so as to start initiating the bidding process before the end of the contract term.

We ask that you acknowledge by signing below and marking approve or disapprove including budget information and return back by Monday, October 27, 2008, by 4:00 P.M., in order to place on the next Commissioner's Court Meeting.

If you have any questions, please call me at 318-2626.

APPROVE



DISAPPROVE



FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 8 1100 - 432.00 - 121 - 001 - 0 - 350 PRECINCT NO: # 1

Al. H. H. H.

Noe Montes

10/24/08

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

E-07-468-12-18

John M. Dick, General Manager
BFI Waste Systems of North America, Inc.
9402 West Expressway 83
Harlingen, Texas 78552

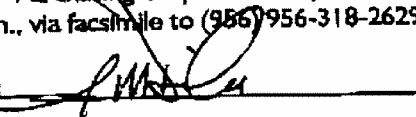
Via Fax (956) 428-2045

Re: E-06-447-12-12-"Landfill Access for Precinct No. 1"- Precinct No. 1

Dear Mr. Dick:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

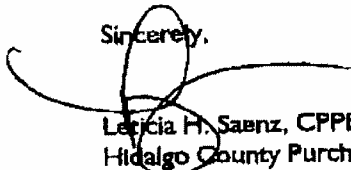
Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: 

Date: 12-12-07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-06-314-01-02

THIS CONTRACT is made and entered into this 2nd day of January, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BFI Waste Systems of North America, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Landfill Access for Precinct No. 1**" (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" respectively, and incorporated herein for all purposes (the "Specifications"); 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 Precinct No. 1. 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 **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 2, 2006 and ending on December 31, 2006 and may be extended at the sole discretion of County for two (2) additional one (1) year renewal terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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
100 E. Cano
Edinburg, Texas 78539**

If to Company

BFI Waste Systems of North America, Inc.
Jon M. Dick, General Manager
9402 W. Expressway 83
Harlingen, Texas 78552

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2006.

COUNTY OF HIDALGO

ATTEST:

Eddy Trevino
Eddy Trevino, County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1-2-06

COMPANY: BFI Waste Systems of North
America, Inc.

By: Jon M. Dick
Printed Name: Jon M. Dick
Title: GENERAL MANAGER

Approved by Commissioners' Court on January 2, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: SAH

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A"

SPECIFICATIONS

"LANDFILL ACCESS"

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.
 2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.
 3. Bidder should propose price for a one year contract and two additional (1) year renewals, at County's option.
 4. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.
 5. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.
 - A. A \$500,000 general liability policy with limits of at least \$100,000/3000,000 in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
 - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
-

E. Any contract award pursuant hereto shall provide that it shall automatically suspend upon the cancellation or termination of any required policy of insurance hereunder.

6. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;
 7. Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect to award separate contracts for landfill access service for one or more precincts.
 8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
-

EXHIBIT "B"
VENDOR'S RESPONSE

"LANDFILL ACCESS"
BID NO. 05-314-12-10CGV

BID FORM

PRICE PER TON: \$21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: \$1.25 per ton

VENDOR NAME: BFI Waste Systems of North America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, TX 78552

PHONE NO.: (800) 423-7316 FAX NO.: 428-62045 CELL NO.: (956) 495-4236

AUTHORIZED SIGNATURE: *[Signature]*

TITLE: General Manager

DATE: 12-14-05

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect to award separate contracts for landfill access services for one or more precincts.

Email:

~~jon.deicla@owin.com~~

~~jon.deicla@owin.com~~

jon.deicla@owin.com

EXHIBIT "C"
INSURANCE

5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE
12/12/2007

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		INSURERS AFFORDING COVERAGE	
877-945-7378		NAIC#	
INSURED Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054		INSURER A: American Home Assurance Company INSURER B: Illinois National Ins. Co. INSURER C: Ins. Co. of the State of PA INSURER D: New Hampshire Insurance Company INSURER E:	
		19380-005 23817-002 19429-000 23841-001	

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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	GL1595716	1/1/2008	1/1/2009	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ-JECT ☐ LOC				
A X	AUTOMOBILE LIABILITY	CA1607261	1/1/2008	1/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A X	☒ ANY AUTO	CA1607262	1/1/2008	1/1/2009	BODILY INJURY (Per person) \$
A X	ALL OWNED AUTOS	CA1607263	1/1/2008	1/1/2009	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$
	DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5145026	1/1/2008	1/1/2009	☒ WC STATUTORY LIMITS ☐ OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC5145027	1/1/2008	1/1/2009	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under SPECIAL PROVISIONS below	WC5145029	1/1/2008	1/1/2009	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER	WC5145022	1/1/2008	1/1/2009	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation	WC5145025	1/1/2008	1/1/2009	\$1,000,000 Each Accident
D		WC5145023	1/1/2008	1/1/2009	\$1,000,000 Disease Policy Limit
		WC5145024	1/1/2008	1/1/2009	\$1,000,000 Limit Each Employee

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Named Insured Includes BFI Waste Services of Texas LP

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Dept
100 East Cano
Edinburg, TX 78539

CANCELLATION Statutory Notice For Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

Coll:2200081 Tpl:709665 Cocl:9931527

© ACORD CORPORATION 1988

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
 Effective: January 1, 2009

Repair and maintenance services

- 431. **Repair and maintenance services-buildings**
 Expenditures for the repair and maintenance of buildings and permanently installed machinery by outside firms and/or individuals. Includes plumbers, electricians, carpenters, roofers, air-conditioning technicians, etc.

- 432. **Repair and maintenance service –equipment**
 Expenditures for the repair and maintenance of equipment by outside firms and/or individuals. Includes the maintenance of all types of equipment, machinery, furniture and appliances. (e.g., maintenance agreements, servicing of fire extinguishers).

- 433. **Repair and maintenance services-roads and bridges**
 Expenditures for the repair and maintenance of roads and bridges by outside firms and/or individuals (e.g., pot hole repairs, striping, and road reflector installation). This does not include initial installation of caliche/dirt on new roads.

- 434. **Repair and maintenance services-vehicles**
 Expenditures for the repair and maintenance of vehicles by outside firms and/or individuals. This includes the installation of sirens, bed liners, sprayed-on liners, decals, inspection stickers, etc.

- 435. **Labor and installation services**

- 436. **Cabling & networking**

- 530. **Extended warranties**

General Supplies

- 601. **Office supplies**
 General office supplies and materials, including but not limited to stencils, mailing supplies, extension cords, desk pads, pencil sharpeners, pencils, pens, paper clips, rulers, staplers, calendars, forms, toner, batteries for the operation of office oriented items, plants, name plates, surge protectors, small clocks, calculators, electric staplers, etc. Such items should be relatively low value, relatively consumable and may not be subject to inventory control. Cases and other accessories are also considered under office supplies.

 Cases and other accessories are also considered under office supplies.

- 614. **Miscellaneous tools and supplies**
 Expenditures for miscellaneous tools and supplies with a cost of less than \$300.00. Examples include saws, saw blades, drills, and drill bits, hammers, wrenches, pliers, screw drivers, tape measurers, levelers, rakes, cutters, tool boxes picks, shovels, hoes, machetes, hacksaws, street brooms, prune cutters, bolt cutters, crow bars, lock nuts, sockets, tire gauges, voltage testers, jig saw, rivets, etc.

- 615. **Computer supplies**
 Cases, keyboards, mouse, printers, and computer related accessories with an acquisition cost of under \$300.00.

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
 Effective: January 1, 2009

- 626. Gasoline/diesel**
 Expenditures for gasoline/diesel purchased in bulk. Expenditures for gasoline/diesel fuel for the operation of vehicles, which is not purchased in bulk, should be charged to object code 682.

Other

- 630. Food**
 Expenditures for food used in various governmental activities including cost of catered meals. Food used in instructional programs is charged here.
- 631. Bottled Water**
 Expenditures for bottled water used in various governmental activities.
- 640. Reference materials**
 Expenditures for books and periodicals, printed or on electronic media, available for general use.

Minor equipment

Expenditures for equipment with an acquisition cost (per unit) between \$300.00 to \$1,000.00. Equipment under this category does not meet the County's threshold for capitalization and depreciation will be considered as minor equipment and subject to inventory control.

- 661. Minor Office Equipment**
 Expenditures for office equipment with a unit cost between \$300.00-\$999.99. Examples include copiers, multi-job copiers (copy/scan/fax), scanners, transcribing machines, shredders, projectors, mail carts, etc. Expenditures for office equipment with a unit cost of \$1,000.00 or more should be charged to object code 743.
- 662. Minor office Furniture**
 Expenditures for office furniture with a unit cost between \$300.00-\$999.99. Examples include desks, credenzas, chairs, tables, filing cabinets and cases, and pictures, etc. Expenditures for office furniture with a unit cost of \$1,000.00 or more should be charged to object code 746.
- 663. Minor tools & equipment**
 Expenditures for small tools with a unit cost of between \$300.00-999.99. This category includes carpentry and lawn tools. Examples include saws, air compressors, and tool sets.
- 664. Minor equipment - other**
 Expenditures for minor equipment with a unit cost of between \$300.00-999.99 that cannot be properly classified elsewhere. Examples include televisions, binoculars, microwaves, refrigerators, vacuums, ladders, lawn mowers, tool boxes, BBQ pits, pumps hydraulic jacks, emergency light bars, utility trailers, hoses and connectors, etc. Expenditures for other equipment with a unit cost of \$1,000.00 or more should be charged to object code 748.
- 665. Minor Computer equipment**
 Expenditures for computer and computer related items with a unit cost between \$300.00-\$999.99. Examples include desktops, laptops, monitors, modems, routers, printers, digital cameras, internal cards, etc. Expenditures for computer equipment with a unit cost of \$1,000.00 or more should be charged to object code 745.

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
Effective: January 1, 2009

Repair and maintenance supplies (other than vehicles)

- 671. **Repair and maintenance supplies-buildings****
Examples include lumber, nails, bricks, mortar cement, caulking, insulation, paints, varnishes, paint, rollers, thinners, brushes, strippers, structural steel, iron, and plumbing and electrical supplies. These items do not include tools and can not be reused. This also includes replacements of permanently installed machinery (e.g., air conditioner unit).
- 672. **Repair and maintenance supplies-equipment (other than vehicles)****
Examples include parts, filters, hoses, belts, lubricant, etc. for all equipment. These items do not include tools and can not be reused.
- 673. **Road Material****
Expenditures for the purchase of road maintenance materials such as sand, gravel, caliche, concrete, hot mix, old mix, riprap, chemicals, etc.

Machinery and equipment

- 745. **Computer equipment****
Expenditures for computer and computer related items with a unit cost of \$1,000.00 or more. Examples include computer systems, desktops, laptops, modems, routers, printers, servers, monitors, computerized time clocks, digital camcorders, Digital Telephone systems, etc. Expenditures for computer equipment with a unit cost of less than \$1,000.00 should be charged to object code 665.

HIDALGO COUNTY PRECINCT NO. 1
BID NO.: 2008-344-00-00CGV

Exhibit "A"

SPECIFICATIONS

"LANDFILL ACCESS"

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.
2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.
3. Bidder should propose price for a one year contract and two additional (1) year renewals, at County's option.
4. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.
5. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.
 - A. A \$500,000 general liability policy with limits of at least \$100,000/3000,000 in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
 - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the

County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and

- E. Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.
- 6. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;
- 7. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.**
- 8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 9. 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.

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.

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 RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, _____, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, _____.**

HIDALGO COUNTY PRECINCT NO. 1

**"LANDFILL ACCESS"
BID NO. 2008-344-00-00CGV**

BID FORM

PRICE PER TON: _____

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: _____

VENDOR NAME: _____

VENDOR ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO.: _____ **FAX NO.:** _____ **CELL NO.:** _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LANDFILL DISPOSAL SERVICES AGREEMENT

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the _____, 2009, by and between the County of Hidalgo, Texas ("County") and _____.

WITNESSETH:

WHEREAS, County has requested that prospective bidders submit proposals to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access (_____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes ("RFB")); and

WHEREAS, Contractor has submitted a proposal to provide services dated _____ a copy of which is attached hereto as Exhibit "B" (the "Proposal"), and

WHEREAS, County has determined that Contractor's Proposal constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing the agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** is a not solid waste facility located in **Precinct No. 1** for a **term of two (2) years for services on "As Needed" only beginning on _____, 2009**), the effective date hereof. The charge for the disposal of such waste products shall be \$_____ per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during each calendar month. County may, in its sole discretion, elect to extend the term of this Agreement for an additional (1) one-year term by giving notice to Contractor not later than _____ days prior to the expiration of the initial fourteen (14) month term hereof.
2. **Contractor** will accept solid waste from the following location: **Precinct No. 1**. A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C". Contractor will not accept "Special Waste," as that term is defined in 30 Texas Administrative Code §330.2. Upon receipt and acceptance of the waste from **Precinct No. 1**, title to such waste shall pass to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor

may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.
4. Contractor acknowledges that County is the operator of one or more landfills in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.
5. Contractor shall furnish proof of insurance in at least the following amounts to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:
 - A. A \$500,000 general liability policy with limits of at least \$100,000 per occurrence in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
 - D. Each policy of insurance required hereunder shall not be terminated or non-renewed equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
 - E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.
6. Contractor represents and warrants that it possesses a valid Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permit and applicable laws and regulations. Contractor will notify County immediately of the termination, cancellation, revocation or suspension of such permits or licenses, in which case County, in its sole discretion, immediately terminate this Agreement. Contractor represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.
7. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts, omissions or any failure to perform any obligation undertaken or any covenant or agreement, whether such act, omission or failure was County's or Contractor's or that of any subcontractor providing services hereunder by or through Contractor or County. Upon written notice

from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

8. **Miscellaneous Provisions:**

8.01 **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. In such event the affected provision or provisions of this Agreement shall be modified to the extent necessary to bring them within the legal requirements and only during the period such conflict exists.

8.02 **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.

8.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither party has made (either directly or through any agent or representative) any representation or statements 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 Contractor and not otherwise.

8.04 **Texas Law to Apply.** This Agreement shall be construed, interpreted 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.

8.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications not otherwise 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 such other addresses as may have been theretofore specified. Notice shall be given in accordance herewith:

If to County: Hon. Juan D. Salinas
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:

and, request or communication which shall be delivered or mailed in the manner set forth 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.

- 8.06 **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.
- 8.07 **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 8.08 **Assignment.** This Agreement shall not be assignable.
- 8.09 **Headings.** The headings and captions contained in this Agreement are for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- 8.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender. The singular shall include the plural whenever and as often as may be appropriate.
- 8.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligation of County and Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this _____ day and _____ year first above written.

Approved as to form and content:

ATLAS & HALL

By: _____

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Contractor: _____

By: _____

Printed Name _____

Title: _____

Dr. Ro

AI-12500

10.B.4.

Pct. 1-WA# 4-Dos Land Surveying-C-08-225-09-09

CC REGULAR

Date: 12/02/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for consideration, discussion, and approval of Work Authorization No. 4 in the amount of \$8,000.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Mile 11 1/2 Road from FM 491)within Hidalgo County Precinct No. 1.

BACKGROUND

Work Authorization No. 4-Dos Land Surveying

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1201-431-00-121-005-0-334

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending approval of AI# 12495

Available balance as of 10/26/08 \$.00

CC 12/02/08 AI#12495 \$8,000.00

Total \$8,000.00

Attachments

Link: WA# 4-Dos Land Surveying

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:25 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:37 PM	APRV
3	Roland Garcia	Rolando Garcia	11/26/2008 09:59 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Letty Saenz

Started On: 11/25/2008 10:36 AM

Final Approval Date: 11/26/2008

HIDALGO COUNTY

Professional Surveying Services

Contract #C-08-225-09-09

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS LAND SURVEYING**, professional surveyor of Weslaco, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Mile 11 ¼ Road from FM 491

The scope of services to be provided by the **Surveyor** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Surveyor** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 8,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/**Section 4** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 8-1201-431-00-121-005-0-334

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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. 4.

**HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1**

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE SURVEYOR:
DOS LAND SURVEYING, LLC

THE OWNER:
HIDALGO COUNTY

BY: _____
Eric C. Ybarra , President

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

ATTACHMENT "B"
Payment / Fee Schedule

A. Mile 11 ¼ Road

ROW survey and metes & bounds to establish right-of-way on
Mile 11 ¼ Road from FM 491 to the east for approximate 0.25 of mile

Total : \$8,000.00

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/1/2008

PRODUCER Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074 713-272-0558		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 DOS Land Surveying, LLC 212 West 3rd St. Weslaco, TX 78596 956-968-8855		INSURERS AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty INSURER B: Texas Mutual Insurance Company INSURER C: HCC Specialty INSURER D: Sentinel Insurance/Hartford INSURER E:	NAIC#

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	ADDP LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMSMADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	CMR6200015	10-28-07	10-27-08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
D		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	61UECKO4005	8/8/08	08/08/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-08	02-10-09	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
c		OTHER Professional Liability	S707-10575	10-28-07	10-28-08	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County Pct. 1 100 E. Cano, 4th Floor, Adm. Bldg. Edinburg, Texas 78539

CERTIFICATE HOLDER

Hidalgo County Pct. 1
100 E. Cano, 4th Floor, Admin Bldg.
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 10 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

Ron Robertson

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To:

Letty

From:

Robert E
Pct #1

Fax:

Pages:

Phone:

Date:

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments

Please place on the next C.C.

Acct # 8-1201-431-00-121-005-0-334

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-12494

10.C.1.

**Clean Air Solutions change name clarification for Pct 2 South Tower
CRC/Park project.**

CC REGULAR

Date: 12/02/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation, for discussion, consideration, acceptance and approval (for the purpose of clarification) of company name change from Clean Air Solutions to CAS Companies, LP in connection with action taken by Commissioners' Court on November 12, 2008 to award the proposal received (through Hidalgo County's membership/participation with The Interlocal Purchasing System's awarded construction services vendor) for: Retrofit to Mechanic Shop for use of Elections Department (Project No. 2008-300-11-06-MSS).

BACKGROUND

Please see attached approved agenda minutes and letter of change in name notification.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-414-00-220-035-0-452

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding allocated on PO# 613512.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:15 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:35 PM	APRV
3	Rey Salazar	Rey Salazar	11/25/2008 04:34 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Moises Salazar

Started On: 11/25/2008 09:15
AM

Final Approval Date: 11/26/2008

AI-12505

10.C.2.

Construction of Tower Road Drainage Items-Pct. 2
CC REGULAR

Date: 12/02/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for Bid No.: 2008-399-10-29MSS-"Construction of Tower Road Drainage Items"- Precinct No. 2.

BACKGROUND

Note: As per Yoli Cisneros, the project will start next year and they will have everything approved and ready so that when the New Year comes they can commence with the project and funding will be budgeted.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-031-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 11/26/08 \$159,169.66

Attachments

Link: [Pct 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 12:13 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 01:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/26/2008 02:17 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 11/25/2008 11:20 AM
Final Approval Date: 11/26/2008

Cris Villarreal

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Monday, November 24, 2008 9:16 AM
To: cris.villarreal@co.hidalgo.tx.us
Cc: moises.salazar@co.hidalgo.tx.us
Subject: Recommendation for Award
Importance: High



Cris,

Good morning, I am requesting to have this item placed on the following Commissioners' Court meeting for award.

I would also like to point out that we do not have the complete funding for this project, but speaking with Commissioner he agreed to get the approval taken care of.

This project will start next year and we just want to get everything approved and ready so that when the New Year comes we can commence with the project and the funding will be budgeted. The account utilized for this project will be 8-12025-431-00-122-031-0-733 which balance is \$159,169.66 as of 11/24/2008. If you have any questions please do not hesitate to call me.

Thank you,

Yoli Cisneros

Administrative Assistant II
Hidalgo County Precinct No.2
301 East State
Pharr, Texas 78577
(956) 787-1891 Ext. 2002
(956) 787-4683 Fax
email: yoli.cisneros@co.hidalgo.tx.us

11/25/2008

R. Gutierrez Engineering Corporation

November 19, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Tower Road Drainage Items
Project No: ENG06.19b

Dear Commissioner Palacios:

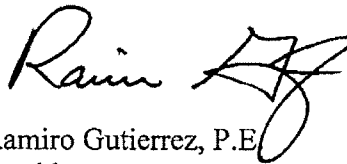
On Wednesday, October 29, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Six (6) bids were received for this project. The low responsive base bid was for **\$569,005.57**. The lowest alternate bid was for **\$324,155.47**. Both low bids were submitted by **OG Construction Company, LLC** from Edinburg, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract alternate bid to the lowest responsive bidder being **OG Construction Company, LLC** from Edinburg, Texas in the amount of **\$324,155.47**.

We are recommending the alternate bid over the base bid. This is due to the fact that when we add the cost of the materials that Hidalgo County will provide to the alternate bid, the total is \$568,589.46, which is less than the base bid. A breakdown of the cost for the base bid and alternate bid with costs of Hidalgo County providing materials to the project is enclosed.

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.
President

Encl

cc: Project Files

RECEIVED
Yolie Jackson

NOV 20 08

Hidalgo County
PRECINCT #2

8:28 AM

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

do not hesitate to call
956-782-2557

Cris Villarreal

From: Olga Gutierrez [olga@rgutierrezengineering.com]
Sent: Tuesday, November 25, 2008 4:26 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: Tower Road Drainage

Cris,
Please see attachments that will show Bid Tabulations by Bidding Contractors for the above mentioned project. We show the apparent low bidder to be OG Construction. OG Construction has 2 items that were miscalculated. As per your request we asked Omar Garcia, OG Construction, to make these corrections and deliver the originals to your office.

Regards,
Olga
R. Gutierrez Engineering Corp.
130 E. Park Ave.
Pharr, TX 78577
(956) 782-2557 tel
(956) 782-2558 fax

This email and any files transmitted with it contain information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank you...

DATE: 10/29/08

TIME: 9:30 A.M.

LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	OG CONSTRUCTION		IMMY CLOSNR & SONS CONS		VALLEY PAVING, INC		UNITED CONTRACTING		GO UNDERGROUND CONST.		SAENZ UTILITY CONTRACTORS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
BASE BID ITEM(S)															
*400	959.00	CY	Cement Stabilized Backfill	\$ 20.00	\$ 19,180.00	\$ 85.00	\$ 81,515.00	\$ 20.00	\$ 19,180.00	\$ 30.00	\$ 28,770.00	\$ 55.00	\$ 52,745.00	\$ 110.00	\$ 105,490.00
*400	397.70	SY	Cut & Restore Pavement	\$ 36.10	\$ 14,356.97	\$ 22.50	\$ 8,948.25	\$ 20.00	\$ 7,954.00	\$ 45.00	\$ 17,896.50	\$ 36.54	\$ 14,531.98	\$ 45.00	\$ 17,896.50
*402	5,782.00	LF	Trench Excavation Protection	\$ 1.25	\$ 7,202.50	\$ 10.00	\$ 57,620.00	\$ 2.00	\$ 11,524.00	\$ 1.50	\$ 8,643.00	\$ 2.00	\$ 11,524.00	\$ 2.00	\$ 11,524.00
464	1,561.00	LF	RC Pipe (CL III)(18")	\$ 29.50	\$ 46,049.50	\$ 38.65	\$ 60,332.65	\$ 35.50	\$ 55,415.50	\$ 30.00	\$ 46,830.00	\$ 27.52	\$ 42,938.72	\$ 39.00	\$ 60,879.00
464	2,183.00	LF	RC Pipe (CL III)(24")	\$ 33.90	\$ 74,003.70	\$ 47.85	\$ 104,019.95	\$ 43.50	\$ 94,980.50	\$ 45.00	\$ 98,235.00	\$ 39.64	\$ 86,534.12	\$ 41.00	\$ 89,503.00
464	1,200.00	LF	RC Pipe (CL III)(30")	\$ 54.50	\$ 65,400.00	\$ 68.10	\$ 81,720.00	\$ 54.25	\$ 65,100.00	\$ 64.00	\$ 76,800.00	\$ 48.48	\$ 55,776.00	\$ 49.00	\$ 59,800.00
464	1,182.00	LF	RC Pipe (CL III)(36")	\$ 65.50	\$ 77,421.00	\$ 83.75	\$ 98,992.50	\$ 68.85	\$ 82,562.70	\$ 82.00	\$ 96,924.00	\$ 65.84	\$ 77,822.88	\$ 64.00	\$ 75,648.00
464	1,229.00	LF	RC Pipe (CL III)(42")	\$ 90.10	\$ 110,932.90	\$ 115.50	\$ 141,949.50	\$ 82.45	\$ 101,331.05	\$ 100.00	\$ 122,900.00	\$ 75.33	\$ 92,580.57	\$ 75.00	\$ 92,175.00
465	40.00	EA	Inlet (Comp) Ty "C"	\$ 3,100.00	\$ 124,000.00	\$ 2,725.00	\$ 109,000.00	\$ 3,475.00	\$ 139,000.00	\$ 4,200.00	\$ 168,000.00	\$ 4,675.00	\$ 187,000.00	\$ 3,200.00	\$ 128,000.00
465	5.00	EA	Manhole (Comp) Ty "A"	\$ 2,200.00	\$ 11,000.00	\$ 3,020.00	\$ 15,100.00	\$ 2,500.00	\$ 12,500.00	\$ 3,800.00	\$ 19,000.00	\$ 3,765.00	\$ 18,825.00	\$ 2,200.00	\$ 11,000.00
*467	1.00	EA	Safety End Treatment (18") (4:1)	\$ 600.00	\$ 600.00	\$ 720.00	\$ 720.00	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 824.00	\$ 824.00	\$ 1,100.00	\$ 1,100.00
*467	2.00	EA	Safety End Treatment (18") (3:1)	\$ 700.00	\$ 1,400.00	\$ 940.00	\$ 1,880.00	\$ 1,200.00	\$ 2,400.00	\$ 1,600.00	\$ 3,200.00	\$ 748.00	\$ 1,496.00	\$ 1,000.00	\$ 2,000.00
*508	252.00	SY	Construction Exits (Ty III)(Install)	\$ 15.50	\$ 3,906.00	\$ 16.00	\$ 4,032.00	\$ 6.00	\$ 1,512.00	\$ 6.50	\$ 1,638.00	\$ 21.00	\$ 5,292.00	\$ 35.00	\$ 8,820.00
*508	252.00	SY	Construction Exits (Ty III)(Remove)	\$ 5.50	\$ 1,386.00	\$ 24.00	\$ 6,048.00	\$ 4.00	\$ 1,008.00	\$ 3.50	\$ 882.00	\$ 21.00	\$ 5,292.00	\$ 25.00	\$ 6,300.00
*508	1,688.00	LF	Temp Sediment Control Fence	\$ 2.25	\$ 3,753.00	\$ 3.50	\$ 5,898.00	\$ 2.00	\$ 3,336.00	\$ 3.50	\$ 5,838.00	\$ 4.00	\$ 6,672.00	\$ 3.00	\$ 5,004.00
4035	90.00	LF	RC Low Head Presser Pipe (CL III)(18" IN)	\$ 22.35	\$ 2,011.50	\$ 63.00	\$ 5,670.00	\$ 37.00	\$ 3,330.00	\$ 150.00	\$ 13,500.00	\$ 132.75	\$ 11,947.50	\$ 150.00	\$ 13,500.00
4035	80.00	LF	RC Low Head Presser Pipe (CL III)(24" IN)	\$ 32.50	\$ 2,600.00	\$ 77.00	\$ 6,160.00	\$ 51.75	\$ 4,140.00	\$ 160.00	\$ 12,800.00	\$ 140.00	\$ 11,200.00	\$ 195.00	\$ 15,600.00
4035	1.00	EA	Stand Pipe (24 IN)	\$ 3,050.00	\$ 3,050.00	\$ 3,050.00	\$ 3,050.00	\$ 2,000.00	\$ 2,000.00	\$ 6,600.00	\$ 6,600.00	\$ 3,200.00	\$ 3,200.00	\$ 5,850.00	\$ 5,850.00
TOTAL BASE BID AMOUNT:					\$ 792,595.85		\$ 608,453.75		\$ 730,056.50		\$ 536,686.22		\$ 709,089.50		

ALTERNATE BID ITEM(S)

484	1,581.00	LF	RC Pipe (CL III)(18") (Install Only)	\$ 19.00	\$ 29,659.00	\$ 27.50	\$ 42,927.50	\$ 24.50	\$ 38,244.50	\$ 12.50	\$ 19,512.50	\$ 16.00	\$ 24,976.00	\$ -	\$ -
484	2,103.00	LF	RC Pipe (CL III)(24") (Install Only)	\$ 19.00	\$ 41,477.00	\$ 31.50	\$ 66,764.50	\$ 27.50	\$ 60,032.50	\$ 22.00	\$ 48,026.00	\$ 22.00	\$ 48,026.00	\$ -	\$ -
484	1,200.00	LF	RC Pipe (CL III)(30") (Install Only)	\$ 30.00	\$ 36,000.00	\$ 37.50	\$ 45,000.00	\$ 27.65	\$ 33,180.00	\$ 30.00	\$ 36,000.00	\$ 22.00	\$ 26,400.00	\$ -	\$ -
484	1,182.00	LF	RC Pipe (CL III)(36") (Install Only)	\$ 40.00	\$ 47,280.00	\$ 43.50	\$ 51,417.00	\$ 33.35	\$ 39,419.70	\$ 36.00	\$ 44,916.00	\$ 32.00	\$ 37,824.00	\$ -	\$ -
484	1,228.00	LF	RC Pipe (CL III)(42") (Install Only)	\$ 45.00	\$ 55,305.00	\$ 53.50	\$ 65,751.50	\$ 35.45	\$ 43,568.05	\$ 40.00	\$ 49,160.00	\$ 32.00	\$ 39,328.00	\$ -	\$ -
485	40.00	EA	Inlet (Comp) Ty "C" (Install Only)	\$ 1,000.00	\$ 40,000.00	\$ 650.00	\$ 26,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,900.00	\$ 72,000.00	\$ 2,200.00	\$ 88,000.00	\$ -	\$ -
485	5.00	EA	Manhole (Comp) Ty "A" (Install Only)	\$ 3,000.00	\$ 15,000.00	\$ 1,250.00	\$ 6,250.00	\$ 1,000.00	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,900.00	\$ 9,500.00	\$ -	\$ -
4035	90.00	LF	RC Low Head Presser Pipe (CL III)(18" IN) (Install Only)	\$ 15.00	\$ 1,350.00	\$ 60.00	\$ 5,400.00	\$ 25.00	\$ 2,250.00	\$ 75.00	\$ 6,750.00	\$ 120.00	\$ 10,800.00	\$ -	\$ -
4035	80.00	LF	RC Low Head Presser Pipe (CL III)(24" IN) (Install Only)	\$ 30.00	\$ 2,400.00	\$ 70.00	\$ 5,600.00	\$ 35.75	\$ 2,860.00	\$ 90.00	\$ 7,200.00	\$ 120.00	\$ 9,600.00	\$ -	\$ -
4035	1.00	EA	Stand Pipe (24 IN) (Install Only)	\$ 3,800.00	\$ 3,800.00	\$ 1,850.00	\$ 1,850.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -
TOTAL ALTERNATE BID AMOUNT:					\$ 324,155.47		\$ 493,561.75		\$ 333,668.75		\$ 363,332.00		\$ 395,030.96		NO BID

Client: HIDALGO COUNTY PRECINCT NO. 2

Project: TOWER ROAD DRAINAGE Items

By: Ramiro Gutierrez

Date: 11/19/08

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID					
* 400	Cement Stabilized Backfill	CY	959	\$20.00	\$19,180.00
* 400	Cut & Restore Pavement	SY	398	\$36.10	\$14,356.97
* 402	Trench Excavation Protection	LF	5,762	\$1.25	\$7,202.50
464	Reinforced Concrete Pipe (CI III) (18) (Rubber Gasket)	LF	1,561	\$29.50	\$46,049.50
464	Reinforced Concrete Pipe (CI III) (24) (Rubber Gasket)	LF	2,183	\$33.90	\$74,003.70
464	Reinforced Concrete Pipe (CI III) (30) (Rubber Gasket)	LF	1,200	\$54.50	\$65,400.00
464	Reinforced Concrete Pipe (CI III) (36) (Rubber Gasket)	LF	1,182	\$65.50	\$77,421.00
464	Reinforced Concrete Pipe (CI III) (42) (Rubber Gasket)	LF	1,229	\$90.10	\$110,732.90
465	Inlet (Complete) (Ty C)	EA	40	\$3,100.00	\$124,000.00
465	Manhole (Complete) (Ty A)	EA	5	\$2,200.50	\$11,002.50
* 467	Safety End Treatment (18") (4:1)	EA	1	\$600.00	\$600.00
* 467	Safety End Treatment (18") (3:1)	EA	2	\$700.00	\$1,400.00
* 506	Construction Exits (Ty II) (Install)	SY	252	\$15.50	\$3,906.00
* 506	Construction Exits (Ty II) (Removal)	SY	252	\$5.50	\$1,386.00
* 506	Temp Sediment Control Fence	LF	1,668	\$2.25	\$3,753.00
4035	RC Low Head Pressure Pipe (CL III) (18 IN)	LF	90	\$22.35	\$2,011.50
4035	RC Low Head Pressure Pipe (CL III) (24 IN)	LF	80	\$32.50	\$2,600.00
4035	Stand Pipe (24 IN)	EA	1	\$4,000.00	\$4,000.00
	TOTAL BASE BID				\$569,005.57
ALTERNATE BID - INCLUDES COST OF INSTALLATION ONLY & MATERIALS COST TO COUNTY					
464	Reinforced Concrete Pipe (CI III) (18) (Rubber Gasket)	LF	1,561	\$30.09	\$46,970.49
464	Reinforced Concrete Pipe (CI III) (24) (Rubber Gasket)	LF	2,183	\$35.75	\$78,042.25
464	Reinforced Concrete Pipe (CI III) (30) (Rubber Gasket)	LF	1,200	\$55.50	\$66,600.00
464	Reinforced Concrete Pipe (CI III) (36) (Rubber Gasket)	LF	1,182	\$75.30	\$89,004.60
464	Reinforced Concrete Pipe (CI III) (42) (Rubber Gasket)	LF	1,229	\$90.20	\$110,855.80
465	Inlet (Complete) (Ty C)	EA	40	\$2,405.62	\$96,224.80
465	Manhole (Complete) (Ty A)	EA	5	\$3,770.19	\$18,850.95
4035	RC Low Head Pressure Pipe (CL III) (18 IN)	LF	90	\$26.09	\$2,348.10
4035	RC Low Head Pressure Pipe (CL III) (24 IN)	LF	80	\$46.75	\$3,740.00
4035	Stand Pipe (24 IN)	EA	1	\$4,168.00	\$4,168.00
	TOTAL ALTERNATE BID (includes Base Bid Items with an * in this total)				\$568,589.46

Inlet and Manhole Summary
Costs to County

Inlet I.D.	Inlet Height (FT)	Inlet Height Used	Inlet Cost			Total
			Conc Box	Grates	Ring	
C11	3.31	3'-6"	\$471.50	\$734.00	\$254.00	\$1,459.50
C12	3.56	4'-0"	\$488.75	\$734.00	\$254.00	\$1,476.75
A9	4.53	5'-0"	\$552.00	\$734.00	\$254.00	\$1,540.00
A10	3.93	4'-0"	\$488.75	\$734.00	\$254.00	\$1,476.75
A1	5.98	6'-0"	\$609.50	\$734.00	\$254.00	\$1,597.50
A2	4.78	5'-0"	\$552.00	\$734.00	\$254.00	\$1,540.00
A3	5.42	5'-6"	\$580.75	\$734.00	\$254.00	\$1,568.75
A4	4.27	4'-6"	\$517.50	\$734.00	\$254.00	\$1,505.50
A5	5.96	6'-0"	\$609.50	\$734.00	\$254.00	\$1,597.50
A6	6.01	6'-6"	\$638.25	\$734.00	\$254.00	\$1,626.25
A7	6.33	6'-6"	\$638.25	\$734.00	\$254.00	\$1,626.25
A8	6.68	7'-0"	\$701.50	\$734.00	\$254.00	\$1,689.50
B3	5.22	5'-6"	\$580.75	\$734.00	\$254.00	\$1,568.75
B4	3.56	4'-0"	\$488.75	\$734.00	\$254.00	\$1,476.75
B5	4.55	5'-0"	\$552.00	\$734.00	\$254.00	\$1,540.00
B6	4.48	4'-6"	\$517.50	\$734.00	\$254.00	\$1,505.50
B7	3.90	4'-0"	\$488.75	\$734.00	\$254.00	\$1,476.75
B8	3.81	4'-0"	\$488.75	\$734.00	\$254.00	\$1,476.75
B9	6.84	7'-0"	\$701.50	\$734.00	\$254.00	\$1,689.50
B10	6.12	6'-6"	\$638.25	\$734.00	\$254.00	\$1,626.25
B11	4.26	4'-6"	\$517.50	\$734.00	\$254.00	\$1,505.50
B12	6.38	6'-6"	\$638.25	\$734.00	\$254.00	\$1,626.25
C1	2.96	3'-0"	\$448.50	\$734.00	\$254.00	\$1,436.50
C2	5.49	5'-6"	\$580.75	\$734.00	\$254.00	\$1,568.75
C3	5.55	6'-0"	\$609.50	\$734.00	\$254.00	\$1,597.50
C4	7.01	7'-6"	\$701.50	\$734.00	\$254.00	\$1,689.50

**BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS**

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)

BASE BID ITEMS

* 400	959.00	CY	Cement Stablized Backfill <u>Twenty</u> <u>Zero</u> Per Cubic Yard	Dollars and Cents \$ <u>20.00</u>	\$ <u>19,180.00</u>
* 400	397.70	SY	Cut & Restore Pavement <u>Thirty Six</u> <u>Ten</u> Per Square Yard	Dollars and Cents \$ <u>36.10</u>	\$ <u>14,356.97</u>
* 402	5,762.00	LF	Trench Excavation Protection <u>One</u> <u>Twenty Five</u> Per Linear Foot	Dollars and Cents \$ <u>1.25</u>	\$ <u>7,202.50</u>
464	1,561.00	LF	RC Pipe (CL III)(18") <u>Twenty Nine</u> <u>Fifty</u> Per Linear Foot	Dollars and Cents \$ <u>29.50</u>	\$ <u>46,049.50</u>
464	2,183.00	LF	RC Pipe (CL III)(24") <u>Thirty Three</u> <u>Ninety</u> Per Linear Foot	Dollars and Cents \$ <u>33.90</u>	\$ <u>74,003.70</u>
464	1,200.00	LF	RC Pipe (CL III)(30") <u>Fifty Four</u> <u>Fifty</u> Per Linear Foot	Dollars and Cents \$ <u>54.50</u>	\$ <u>65,400.00</u>
464	1,182.00	LF	RC Pipe (CL III)(36") <u>Sixty Five</u> <u>Fifty</u> Per Linear Foot	Dollars and Cents \$ <u>65.50</u>	\$ <u>77,421.00</u>
464	1,229.00	LF	RC Pipe (CL III)(42") <u>Ninety</u> <u>Ten</u> Per Linear Foot	Dollars and Cents \$ <u>90.10</u>	\$ <u>109,503.90</u>

OFG

110,732.90

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
465	40.00	EA	Inlet (Comp) Ty "C" <u>Three Thousand One Hundred</u> Dollars and <u>00/100</u> Cents Per Each	\$ <u>3,100</u>	\$ <u>124,000</u>
465	5.00	EA	Manhole (Comp) Ty "A" <u>Two Thousand Two Hundred</u> Dollars and <u>Fifty</u> Cents Per Each	\$ <u>2,200.50</u>	\$ <u>11,002.50</u>
* 467	1.00	EA	Safety End Treatment (18")(4:1) <u>Six Hundred</u> Dollars and <u>00/100</u> Cents Per Each	\$ <u>600.00</u>	\$ <u>600.00</u>
* 467	2.00	EA	Safety End Treatment (18")(3:1) <u>Seven Hundred</u> Dollars and <u>00/100</u> Cents Per Each	\$ <u>700.00</u>	\$ <u>1,400.00</u>
* 506	252.00	SY	Construction Exits (Ty II)(Install) <u>Fifteen</u> Dollars and <u>Fifty</u> Cents Per Square Yard	\$ <u>15.50</u>	\$ <u>3,906.00</u>
* 506	252.00	SY	Construction Exits (Ty II)(Remove) <u>Five</u> Dollars and <u>Fifty</u> Cents Per Square Yard	\$ <u>5.50</u>	\$ <u>1,386.00</u>
* 506	1,668.00	LF	Temp Sediment Control Fence <u>Two</u> Dollars and <u>Twenty Five</u> Cents Per Linear Foot	\$ <u>2.25</u>	\$ <u>3,753.00</u>
4035	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN) <u>Twenty Two</u> Dollars and <u>Thirty Five</u> Cents Per Linear Foot	\$ <u>22.35</u>	\$ <u>2,011.50</u>

**BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS**

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
4035	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN) <u>Thirty Two</u> Dollars and <u>Fifty</u> Cents Per Linear Foot	\$ 32.50	\$ 2,600.00
4035	1.00	EA	Stand Pipe (24 IN) <u>Four Thousand</u> Dollars and <u>Zero</u> Cents Per Each	4,000.00 \$ 4,000.00	4,000.00 \$ 4,000.00
			<u>Nine</u> <u>Five Hundred Sixty Three Thousand</u> Dollars and <u>Seven Hundred Seventy Six Five</u> Cents <u>Fifty Seven</u>	569,005.57 \$ 569,005.57	569,005.57 \$ 569,005.57
			Total Base Bid Amount		\$ 563,776.57

ALTERNATE BID ITEMS

464	1,561.00	LF	RC Pipe (CL III)(18")(Installation Only) <u>Nineteen</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ 19.00	\$ 29,659.00
464	2,183.00	LF	RC Pipe (CL III)(24")(Installation Only) <u>Nineteen</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ 19.00	\$ 41,477.00
464	1,200.00	LF	RC Pipe (CL III)(30")(Installation Only) <u>Thirty</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ 30.00	\$ 36,000.00
464	1,182.00	LF	RC Pipe (CL III)(36")(Installation Only) <u>Forty</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ 40.00	\$ 47,280.00



PURCHASING DEPARTMENT
County Of Hidalgo

To: Mr. Ramiro Gutierrez. P.E., President
R. Gutierrez Engineering

From: Cris Villarreal, Buyer *CV*.
Hidalgo County Purchasing Department

Date: October 29, 2008

Re: Tabulation Sheet for: "Construction of Tower Road Drainage Items"- Precinct No. 2

Mr. Gutierrez,

For your review and recommendation, enclosed you will find the tabulation sheet along with a copy all the bids received for the above referenced project. Upon review please forward your recommendation so as to proceed with award of bid through Commissioners Court.

If you have any questions in regards, you can contact me at 318-2626.

Thank you.

cc. Humberto Garza, Chief Administrator

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: October 29, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Construction of Tower Road Drainage Items "

BID NO: 2008-399-10-29-MSS

BUYER: Moises Salazar

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	Alternate	Addendum 1	BID BOND OR CHECK INCLUDED
#1	United Contracting Mission, Texas (5)	\$730,056.50	\$363,332.00	No (3)	Yes
#2	GO Underground LLC Harlingen, Texas (3)	~~\$685,800.28~~ 686,221.75	~~\$297,654.00~~ 396,030.96	Yes (4)	Yes
#3	Valley Paving, Inc. Mission, Texas (2)	\$608,453.75	~~\$336,668.75~~ 333,668.75	(2)	Yes
#4	Jimmy Closner & Sons Construction Mercedes, Texas (6)	\$792,595.85	\$493,561.75	Yes (5)	Yes
#5	OG Construction LLC Edinburg, Texas (1)	~~\$563,776.57~~ 566,005.57	~~\$272,371.00~~ 324,155.47	Yes (1)	Yes
#6	Saenz LLC Edcouch, Texas (4)	\$709,089.50	None	Yes	Yes
#7					
#8					
#9					

BIDDER'S ACKNOWLEDGMENT

Bid for
**CONSTRUCTION OF
"HIDALGO COUNTY -
TOWER ROAD DRAINAGE ITEMS"**
BID NO: 2008-399-10-29-MSS

OCT 29 2008

To: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: O.G. Construction Company, LLC

Address: 222 W. University Drive; Edinburg, Texas 78539

By: [Signature]

Printed Name: Omar F. Garcia

Title: Managing Member

**BID PROPOSAL FOR
CONSTRUCTION OF
"HIDALGO COUNTY -
TOWER ROAD DRAINAGE ITEMS"
BID NO: 2008-399-10-29-MSS**

Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for "**HIDALGO COUNTY - CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS**" located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

Bid Proposal From (Continued)

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 120 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for

or a Bid Bond in the sum of _____ Dollars (_____)

Dollars (_____), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE
#1. _____	_____
#2. _____	_____
#3. _____	_____
#4. _____	_____

Respectfully submitted,

O.G. Construction Company, LLC

Name of Firm

By: _____

Signature

10/28/08
Date

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

Managing Member

Title

222 W. University Drive
Address

Edinburg, Texas 78539

(Seal, if BID is by a Corporation)

Attest

D. Garcia

956-501-6627

Telephone Number

O.G. Construction Company, LLC
17
Name of Firm



PURCHASING DEPARTMENT
County Of Hidalgo

October 27, 2008

RE:
ADDENDUM NO. 1
FOR BID No.: 2008-399-10-29-MSS
"HIDALGO COUNTY - CONSTRUCTION OF
TOWER ROAD DRAINAGE ITEMS"

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, PAGE 1 OF 3 in connection with HIDALGO COUNTY
PRECINCT NO. 2 -request for bids for "HIDALGO COUNTY - CONSTRUCTION OF TOWER ROAD
DRAINAGE ITEMS".

Please add this ADDENDUM NO. 1 to your bid packet so as to permit your company to submit a complete bid.
See original bid packet LEGAL NOTICE page 5 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956)
318-2629.

If you do not receive all pages of ADDENDUM NO. 1 please notify us immediately at (956) 318-2626.

Please be advised that this ADDENDUM NO. 1 will complete your bid packet for "HIDALGO COUNTY -
CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS".

Thank you for your prompt attention to this matter.


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lrm

BY: 

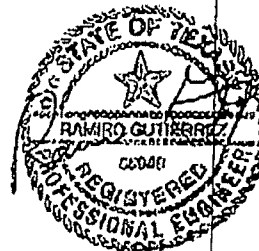
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

1 of 3
BID NO.: 2008-399-10-29-MSS

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

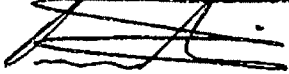
ADDENDUM NO. 1**October 27, 2008****"HIDALGO COUNTY - CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS"****BID NO.: 2008-399-10-29-MSS****Bid Opening Date: October 29, 2008****PLEASE NOTE CHANGES AS FOLLOWS:****I. Clarification of items discussed during Pre-Bid Meeting are as follows:**

- If existing driveway pipe is in the way of construction, it is to be removed and replaced by contractor. This work is not to be paid for directly but will be considered to be subsidiary to the various bid items.
- Existing driveways that are damaged during the construction of the drainage items are to be reconstructed to equal or better conditions. This work is not to be paid for directly but will be considered to be subsidiary to the various bid items.
- Any sanitary sewer lines and water lines encountered during construction that may be in conflict with the proposed work are to be adjusted by the Contractor. The Contractor will coordinate any adjustments to existing utilities with the utility owner. This work is not to be paid for directly but will be considered to be subsidiary to the various bid items.
- All pipe used in the construction of the storm sewer is to be rubber gasket pipe. Existing driveway pipe may be re-used, however, the Contractor must take care to avoid damage to the existing pipe and joints. Any pipe damaged will be replaced by the Contractor. This work is not to be paid for directly but will be considered to be subsidiary to the various bid items.
- Excess dirt resulting from the construction of the drainage items will be property of the Contractor. He is responsible for removing this dirt from the project.
- Compaction for the backfilling the trenches will be by mechanical compaction. Water jetting will not be allowed.
- The contract allows for 120 calendar days for the construction. That is considered to be an adequate amount of time to perform the work. However, if the Contractor is delayed by utility adjustments and there is not other work to be performed that can be considered to be in the critical path for the work, then additional days may be added to the construction time in the contract. The Engineer and the Owner will have approval authority for any additional time requested.
- Contractor to contact Texas Eastern Gas Company when working in the vicinity of the gas line. Backfill requirements for the pipe crossing the existing gas line is to be same as for the rest of the storm sewer.



BID NO.: 2008-399-10-29-MSS

1. Omar F. Garcia, acknowledge receipt of ADDENDUM NO. 1 dated, October 27, 2008,
for REF. HIDALGO COUNTY. CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS.



O.G. Construction Co., LLC

Printed Bidder Name

10/28/08

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE
BID.....

AI-12499

10.C.3.

**Requesting for Payment No. 2 for VA Architecture on South Tower CRC/Park
Pending Construction Items
CC REGULAR**

Date: 12/02/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Approval of Request for Payment No. 2 (Reimbursables) in the amount of \$632.50, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 11-26-08 \$319,067.23

Attachments

Link: VA Architecture Payment No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:23 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 07:42 AM	APRV
3	Veronica Lopez	Veronica Lopez	11/26/2008 07:59 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Rocio Villarreal
Started On: 11/25/2008 10:28 AM
Final Approval Date: 11/26/2008

V^oA Architecture

November 7, 2008

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **South Tower CRC/Park Pending Construction Items**
Hidalgo County Pct. 2
Alamo, Texas
Request for Payment

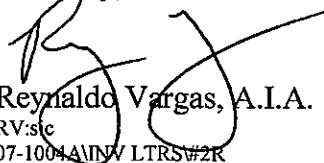
Commissioner Palacios:

Enclosed please find four sets of the following:

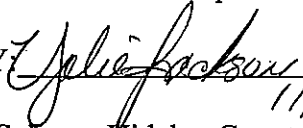
1. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment #2 (Reimbursable) for the **South Tower CRC/Park Pending Construction Items**, for your signature
2. **Architect's Request for Payment #2 (Reimbursable) in the amount of \$632.50 for the South Tower CRC/Park Pending Construction Items.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office.

Sincerely,


Reynaldo Vargas, A.I.A.
RV:stc
07-1004A/INV LTR5#2R

Your prompt attention to this request is greatly appreciated.

RECEIVED BY:  TIME: 9:25 AM
11/07/2008

cc: Moisés Salazar, Hidalgo County Purchasing Department

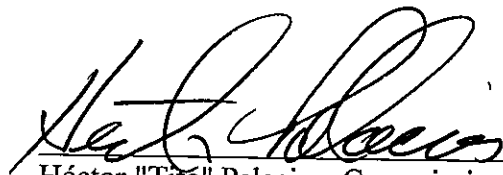
Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V^oA Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

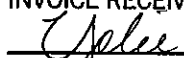
Project	South Tower CRC/Park Pending Construction Items
PO#	Pending
Request for Payment:	#2 (Reimbursable)
In the amount of:	\$632.50
Submitted by:	V-A Architecture
For Period to:	November 7, 2008

Reviewed and Approved by:

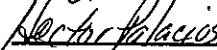

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

INVOICE RECEIVED BY:

 ON 11/07/08

GOODS/SERVICES RECEIVED BY:

 ON 11/07/08

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: TWO (REIMBURSABLE)

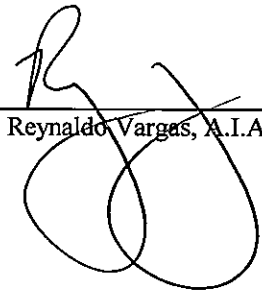
Project Name: South Tower CRC/Park Pending Construction Items
Hidalgo County Pct. 2
Alamo, Texas
Architeturual Firm: V-A Architecture
Address: 2029 Industrial Drive
City/State: McAllen, Texas 78504
City/State: McAllen, Texas 78504

No. 07-1004A

Scope of Services	Invoice	Multiplier	Total Due	Less Prev. Payments	Amount Due This Request
TDLR Plan Review	*\$ 575.00	1.1	*\$ 632.50	*\$ 0.00	*\$ 632.50
TOTALS	*\$ 575.00		*\$ 632.50	*\$ 0.00	*\$ 632.50
Total Amount This Request					*\$ 632.50

I certify that the above is true and correct to the best of my knowledge.

VA Architecture November 5, 2008
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

Anthony Covacevich Consultants07

401 Southgate Circle
Weslaco, TX 78596

Invoice

Date	Invoice #
11/5/2008	98

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project -South Tower CRC	400.00
TDLR Filing Fee	175.00
Please remit to above address.	Total \$575.00

AI-12511

10.D.1.

**Purchase of One (1) New CAB Chasis
CC REGULAR**

Date: 12/02/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting authority for Hidalgo County to purchase one (1) new Ford F-550 Cab/Chasis vehicle through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard for Precinct #3 in the total purchase price not to exceed \$ _____ to include but not limited to Buyboard Fees and any accessories as requested by Pct. #3 as follows for Project #08-461.

BACKGROUND

As requested by Commissioner Flores, Pct. #3 funding to be used for proposed project is under Acct#8-1302-431-00-123-047-0-741

As per Moises Salazar, quote has not been received by the Purchasing Department and no estimated cost has been provided. Copy of the quote will be distributed as Commissioners' Court.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-00-123-047-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 01:43 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 02:05 PM	APRV
3	Erika Reyna	Erika Reyna	11/26/2008 03:14 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Moises Salazar

Started On: 11/25/2008 11:45 AM

Final Approval Date: 11/26/2008

AI-12513

10.D.2.

Pct 3-Fire Alarm System for "The Mansion Bldg Located @ Morfield Rd to House Pct.3 -Admin.

CC REGULAR

Date: 12/02/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to award proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in an amount not to exceed \$34,285.76, for installation of new fire alarm system to the county building known as "The Mansion" to house Precinct No. 3 Administration Offices to include but limited to equipment, labor, installation set up and any other accessories as may be needed for a turnkey solution.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition # 143691

Attachments

Link: Simplex Grinnel Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:44 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:45 PM	APRV
3	Erika Reyna	Erika Reyna	11/26/2008 01:48 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Moises Salazar
Started On: 11/25/2008 11:53 AM

Final Approval Date: 11/26/2008

SimplexGrinnell

BE SAFE.

173491
1200 E Hackberry
Suite A
McAllen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Hidalgo County Bldg & Grounds
2803 S Business 281
Edinburg, TX 78539

28030

Project: Precinct 3 - Fire Alarm System
Customer Reference:
SimplexGrinnell Reference: 940730801
Date: 11/14/2008
Page 1 of 4

W 4th
08-2008
Need for design
for install
of fire alarm
system e
hammon reu
Joni
11/12/08

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
Precinct 3 - Fire Alarm System		
	Precinct 3 - Fire Alarm System	
2	2081-9272	BATTERY 6.2 AH
2	2081-9274	BATTERY 10AH
25	4906-9101	STROBE MC RED
13	4906-9127	HORN/STROBE MC RED
1	4009-9201	NAC EXTENDER 120VAC, IDNET
24	4098-9714	PHOTO SENSOR
28	4098-9792	SENSOR BASE
4	4098-9733	HEAT SENSOR
6	4099-9003	MANUAL STATION - DOUBLE ACTION
1	DPFA	DP FIRE ALARM
	DPSUB	SUBCONTRACTING LABOR
6	4098-9756	DUCT SENSOR HOUSING-4-WIRE
6	2098-9797	SAMPLING TUBE 49"
6	2098-9806	REMOTE TEST STATION
1	4606-9101	REMOTE LCD ANNUNCIATOR

TXMAS CONTRACT # TXMAS-5-84070

New configuration

1	4010-9101	FACP 250PT 4NAC 4A 120V BEIGE
	District Services - Precinct 3 - Fire Alarm System	
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - Precinct 3 - Fire Alarm System	
	TECH LAB	TECHNICAL SERVICE

Total net selling price, FOB shipping point, \$34,285.76

Comments

Excludes Sales Tax. Excludes cutting, patching & painting. If holes need to be put in ceiling for wire

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell
BE SAFE.

Project: Precinct 3 - Fire Alarm System
Customer Reference:
SimplexGrinnell Reference: 940730801
Date: 11/14/2008
Page 2 of 4

SimplexGrinnell Quotation

Comments (continued)

running, customer to provide repair of ceiling holes. Electrician to provide back boxes, raceways & dedicated 110 for Fire Panel & ID NAC Power Supply. Excludes monthly monitoring fees. This design has been layed out by SimplexGrinnell and meets both state and local fire code.



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

FAX TRANSMISSION
COVER SHEET

TO: OSCAR GARZA

FROM: ALMA / DANIEL

DATE/TIME: 11/15/06

TOTAL
PAGES: 3
(Including Cover Sheet)

COMMENTS: Can you please place Reg# 143691
Simplex Channel On Com. Court For Approval

* Should you have any problems with the transmission of this fax,
please contact DANIEL at our office
(956) 289-7850.

AI-12529

10.E.1.

**Health & Human Services Clinic renovations
CC REGULAR**

Date: 12/02/2008

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING
DEPT.

Agenda Category: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

A. Presentation for dicussion, consideration and approval to seek proposals from job order contractors and/or construction services awarded vendors (through the County's membership/participation with state, cooperative purchasing programs or interlocals) for the provision of, including but not limited to, construction labor and materials and related accessories/appurtenances as may be needed for: Hidalgo County Health and Human Services -Renovation of Clinics with plans and specifications to be developed and drafted by project architect, V-A Architecture. (project #2008-221A); or, in the alternative,

B. Requesting authority to advertise a request for sealed bids for: Hidalgo County Department of Health & Human Services-Renovation of Clinics" with plans, specifications, etc. developed and drafted by project architect, V-A Architecture.

BACKGROUND

Proposed due date for proposals is December 23, 2008.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-441-00-340-0XX-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11/26/08:

Program	Clinic	Available Bal.
022	Edinburg	\$151,439.79
023	McAllen	\$28,867.82
024	Weslaco	\$34,573.50
030	Mission	\$59,295.19
034	Elsa	\$38,319.18
035	Hidalgo	\$15,303.80

Attachments

Link: Dept requ

Link: [V-A Arch Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 12:37 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 01:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/26/2008 03:17 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW
Form Started By: Moises Salazar			Started On: 11/25/2008 03:44 PM	
Final Approval Date: 11/26/2008				

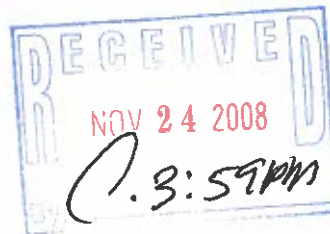


Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer



To: Marty Salazar, Purchasing Agent
Hidalgo County Purchasing Department

From: Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health & Human Services

Date: November 24, 2008

Re: Health & Human Services Clinic Renovations

Please accept our request for authorization and approval in the clinics' renovation project, which is being supervised by VA architect and is ready to go to the next level. All specification and plans have been developed and approved by VA architect and Hidalgo County Health & Human Services.

Health & Human Services is seeking authorization from Commissioners' Court to proceed and obtain proposals from JOC vendors or similar State contract providers.

The funding for this project is available through the following account numbers...

- 8-1336-441-00-340-022-0-452 Edinburg Clinic
- 8-1336-441-00-340-023-0-452 McAllen Clinic
- 8-1336-441-00-340-024-0-452 Weslaco Clinic
- 8-1336-441-00-340-030-0-452 Mission Clinic
- 8-1336-441-00-340-034-0-452 Elsa Clinic
- 8-1336-441-00-340-035-0-452 Hidalgo Clinic

V·A Architecture

October 30, 2008

Moisés Salazar
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: Health Clinic for Hidalgo County Health Clinic Renovations

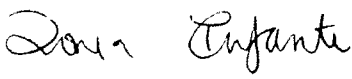
Mr. Salazar:

We are in the process of finishing the construction documents for the above referenced project. We assume that we will use the same procurement method for the clinics as we are using for the South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 #2008-403-11-06-MSS. If we are incorrect in our assumption, please notify us.

Once we receive the park requirements from your office, we will use these as a guide to prepare the legal and general requirements for the Health Clinic Renovations. Please provide us with the purchasing department forms for the clinics as well.

Should you have any questions, please phone our office.

Sincerely,


Sonia Infante

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-12530

10.F.1.

**BCAP PCT nO 1 - SUPPLEMENTAL AGREEMENT NO1 - TEDSI
CC REGULAR**

Date: 12/02/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department
Purchasing only: CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No 1 for Border Colonia Access Program Engineering Services contract for Precinct No 1 with TEDSI INFRASTRUCTURE Group, Inc. reflecting a decrease from \$348,388.00 to \$290,304.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No negative fiscal impact.

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

Link: supplemental agreement No 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 12:51 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 01:10 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/26/2008 02:24 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Laura Moya
Started On: 11/25/2008 03:50 PM
Final Approval Date: 11/26/2008

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-028-10-28
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and TEDSI Infrastructure Group Inc., Professional Engineers of, Mission, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 10th day of October 2008 concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 1 (hereinafter referred to as the “**Project**”); and,

WHEREAS, Exhibit D1 Fee Breakdown, establishes that this Agreement is in the amount of \$348,388.00; and,

WHEREAS, it has become necessary to amend the Agreement to Decrease the amount in Exhibit D1 Fee Breakdown to \$290,304.40.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Exhibit D1 Fee Breakdown of the **Agreement**, is revised to decrease the amount to \$290,304.40..

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:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas

Address for Giving Notices:
1201 E EXPRESSWAY 83
MISSION, TEXAS 78572

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS
Exhibit D1

(as required)

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	<u>\$ 290,304.40</u>
(Subject to Adjustment as indicated above)		
Phase I	=	45% of the Service Fee
Phase II	=	45% of the Service Fee
Phase III	=	10% of the Service Fee

Allocation

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee
Ash Country	1	Ceniza Dr.	3C1080855	1,150	\$2,370.90	\$8,061.06
Balli Estates	7	Cynthia Ave, East Balli Dr., Minnie Ave., North Balli Dr., Sandra Ave., Thelma Ave. & West Balli Dr.	3C1080063	6,055	\$9,763.69	\$33,196.54
Chapa North	1	North Road	3C1080148	1,300	\$1,560.60	\$5,306.04
Chapa South	1	South Road	3C1080149	1,300	\$1,380.60	\$4,694.04
Whalen	1	Church Road	3C1080185	1,180	\$2,270.80	\$7,720.72
De Anda Subd.	2	Pedro St. & David St.	3C1080215	630	\$1,170.40	\$3,979.36
High Point Subd.	2	North Lane & South Lane	3C1080319	1,700	\$2,205.00	\$7,497.00
Indian Hills East	11	Shawnee Dr., Creek Dr., Tejas Dr., Seminole Dr., Cheyenne Dr., Compacuas Dr., Cherokee Dr., Santawan Dr., Kickapoo Dr., Gaddoe Dr. & Wichita Dr.	3C1080932	14,220	\$22,929.75	\$77,961.15
La Mesa Subd.	3	Sierra Dr., Montana Dr. & Mesquite Dr.	3C1080387	1,700	\$3,820.61	\$12,990.08
McKee Subd.	1	Walter Wagers St.	3C1080896	1250	\$2,235.70	\$7,601.38
Mid-Valley Est.	4	Carol St., Evelyn St., Lucille St. & Alma St.	3C1080461	2,750	\$4,273.13	\$14,528.63
South Palm Gardens Est. #1	2	Palm Parkway St. & Kalanchoe St.	3C1080687	805	\$1,069.13	\$3,635.03
South Palm Gardens Est. #2	2	Palm Parkway St. & Jade St.	3C1080688	651	\$884.31	\$3,006.66
Village Grove #2	1	Clark St.	3C1080790	1,355	\$771.61	\$2,623.48
Wes-Mer Subd.	1	Jose E. Pulido St.	3C1080804	1,240	\$1,631.66	\$5,547.65
Subtotal				37,286	\$58,337.89	\$198,348.82

Competitive

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee
Delta West Subd.	4	Esperanza St., Portillo St., Cenizo St. & Jeanine St.	3C1080220	4000	\$6,469.60	\$21,996.64
Diaz Subd.	1	Diaz St.	3C1080228	700	\$1,155.39	\$3,996.06
Subtotal				4700	\$7,624.99	\$25,992.70

TOTAL 41,986 LF \$65,962.88 \$224,341.52

TOTAL BASIC SERVICE FEE \$290,304.40

AI-12501

10.G.1.

**Payment No. 4/ GIGNAC Architect for Sheriff's Office Substation-Pct. 1 Area
CC REGULAR**

Date: 12/02/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Approval of Request for Payment No. 4 in the amount of \$14,500.00, from Gignac & Associates Architects LLP., contracted architect for "Construction of Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area." C-08-051-01-30

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-423-00-280-036-0-720

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding allocated on PO# 601736.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:27 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:38 PM	APRV
3	Rey Salazar	Rey Salazar	11/25/2008 04:55 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Rocio Villarreal

Started On: 11/25/2008 10:41 AM

Final Approval Date: 11/26/2008

TO: MR. JUAN M. TAPIA, PROCUREMENT SPECIALIST
 COUNTY OF HIDALGO SHERIFF'S OFFICE
 711 EL CIBOLO ROAD
 PO BOX 1228
 EDINBURG, TX. 78450

INVOICE #: 4
 DATE: 1-Nov-08
 RE: County of Hidalgo
 Sheriff's Office Substations 1
 Project No. : 07.10
 PO #601736/C-08-051-01-30

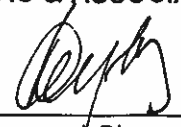
FOR PROFESSIONAL SERVICES RENDERED: 7/1/2008 through 10/31/2008

Estimated Construction Cost \$2,500,000 x 7.25% \$ 181,250.00

FEE BASIS: \$ 181,250.00 Final Fee adjusted in accordance with final construction cost.

	<u>% FEE</u>	<u>FEE</u>	<u>% COMP</u>	<u>TOTAL EARNED</u>	<u>PREV. BILLED</u>	<u>DUE THIS INVOICE</u>
A. BASIC SERVICES:						
1) SCHEMATIC DESIGN	15.0% *	27,187.50	100%	\$ 27,187.50	\$ 27,187.50	\$ 0.00
2) DESIGN DEVELOPMENT	20.0% *	36,250.00	50%	18,125.00	3,625.00	14,500.00
3) CONSTRUCTION DOCUMENTS	40.00% *	72,500.00	0%	0.00	0.00	0.00
4) RECEIPT OF BIDS	5.00% *	9,062.50	0%	0.00	0.00	0.00
5) CONSTRUCTION PHASE	20% *	36,250.00	0%	0.00	0.00	0.00
Total Basic Services	100%	\$ <u>181,250.00</u>		\$ <u>45,312.50</u>	\$ <u>30,812.50</u>	\$ <u>14,500.00</u>
B. REIMBURSABLE EXPENSES:						
1. Printing/Reproduction				\$ 12.69	\$ 12.69	\$ 0.00
2. Telephone/Faxes				0.00	0.00	0.00
3. Postage/Delivery				82.52	82.52	0.00
4. Photography				0.00	0.00	0.00
5. Travel/Subsistence				597.75	597.75	0.00
6. Consultant Fees				0.00	0.00	0.00
Total Reimbursable Expenses				\$ <u>692.96</u>	\$ <u>692.96</u>	\$ <u>0.00</u>
C. PROJECT TOTALS:						
				\$ <u>45,312.50</u>	\$ <u>31,505.46</u>	\$ <u>14,500.00</u>

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: 
 Raymond Gignac, AIA

Acc 8-1336-423-00-280-036-0-720

AI-12519

10.G.2.

**HCSO-Extension-Evercom System Inc (Securus Technologies)-E-07-465-12-11
CC REGULAR**

Date: 12/02/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the second (2nd)- one (1) year term extension (of the three (3) possible) as provided in current contract for: "Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Evercom Systems, Inc. a division of Securus Technologies- Effective: 12/06/08 - 12/05/09

BACKGROUND

Letter of Extension- HCSO (Department)
Letter of Extension- Evercom System Inc (Securus Technologies) (Vendor)
Current Contract

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

This contract generates revenues for the Jail Commissary (Per Emilia revenues go into the General Fund)

Attachments

Link: [Extension Letters/Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 12:20 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 01:09 PM	APRV
3	Roland Garcia	Rolando Garcia	11/26/2008 02:48 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Letty Saenz Started On: 11/25/2008 02:02 PM
Final Approval Date: 11/26/2008



PURCHASING DEPARTMENT
County Of Hidalgo

November 25, 2008

John J. Viola, Vice President
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 North Dallas Pkwy, Suite 600
Dallas, Texas 78539

Via Fax (972) 277-0301
viola@evercom.net

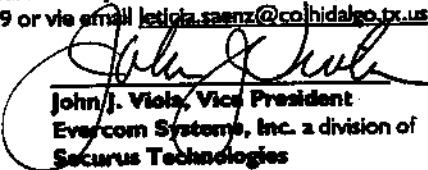
Re: Extension of Contract No. E-07-465-12-11 "Inmate Pay Telephone Services"-Hidalgo County Sheriff's Office

Dear Mr. Viola:

Commissioners' Court will take applicable action (Tuesday, December 2, 2008) in connection with the Hidalgo County's option to extend/renew the (second 2nd year) of the additional three (3) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of December 6, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 25, 2008, 2:00 p.m., via facsimile to (956) 956-318-2629 or via email leticia.saez@co.hidalgo.tx.us.

By:

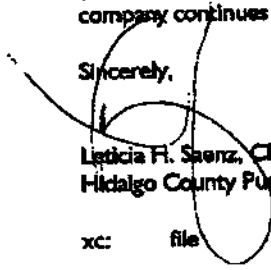

John J. Viola, Vice President
Evercom Systems, Inc. a division of
Securus Technologies

Date:

11-25-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saez, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Leticia Saenz

From: Misty Morse [MMorse@securustech.net]
Sent: Tuesday, November 25, 2008 4:13 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: Doug Simpson; Valerie Strzelecki; Christopher Medley
Subject: Inmate Pay Telephone Service Renewal Extension
Attachments: Hidalgo County Renewal Extension.pdf

Leticia -

Attached please find the executed Inmate Pay Telephone Service renewal extension between the County of Hidalgo and Evercom Systems, Inc.

Please let us know if you need anything additional from us.

Thank you for the opportunity to continue to serve the County of Hidalgo!

Best regards,

Misty D. Morse
Executive Assistant
Securus Technologies, Inc.

(972) 277-0303 Direct
(972) 277-0699 Facsimile

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.549 / Virus Database: 270.9.10/1811 - Release Date: 11/25/2008 8:29 AM

11/25/2008



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

Via E-mail amartinez@hidalgo.org
Via Fax (956) 393-6179

TO: Honorable Guadalupe Trevino, Sheriff
Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Department

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: November 25, 2008

RE: **NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE**
Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, December 02, 2008 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options w/ Commencement Date
E-07-165-12-11	EVERCOM SYSTEMS INC..	INMATE PAY TELEPHONE SERVICES	12/06/08	Extending the 2 nd year of the add'l three (3) one (1) year term extension 12/07/08

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional years and terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than 1:00 p.m. on Tuesday, November 25, 2008 in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ☒
NO ☐

I do wish to obtain the one (1) year period extension.
I do not wish to obtain the one (1) year period extension.

If answer is no, please explain:

Hidalgo County Sheriff's Office
Authorized Signature: _____

Date: 11-25-08

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

Via e-mail juan.tapia@hidalgo.org

xc: Juan Tapia, Procurement Specialist
File

Hidalgo County Inmate Telephone Service Agreement
C-05-191-12-06

THIS CONTRACT, made and entered into this 6th day of December, 2005 by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **EVERCOM SYSTEMS, INC.**, a Delaware Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County advertised for bids for services and materials connected with purchase of equipment and installation necessary for inmate telephone service and

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals
by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto s follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto as Exhibit "A" (the "RFP")/
2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein fully as if set for verbatim in this Contract:

- a. RFP dated November 2, 2005 (the "RFP"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes;
 - b. Contractor's Proposal to the RFP identified by signature of John J. Viola, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.
 - c. All documents furnished by county to Contractor, including but not limited to Request for Proposals ("Proposal") and all other clarifications submitted by contractor in response thereof;
 - d. ~~This Contract.~~
-

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the contract Documents except as specifically provided for in such amendment.

5. Service Agreement.

a. *Installation.* All work will be done in a professional, workman-like manner by fully qualified and trained personnel. Contractor represents and agrees that all personnel associated with installation and repair and training services are screened for background of criminal history. The number of inmate telephones and telecommunication devices of the deaf installed at

the Hidalgo County jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to the County.

b. Contractor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following a service request.

c. Contractor shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. Distribution of Collected Proceeds by Evercom

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. Monthly telephone revenues for Local Service

58% of monthly Gross Billed revenue from all installed telephones based on a flat local calling rate of \$3.00

b. Monthly telephone revenues for Long Distance Service:
Fifty-eight Percent (58%)

6.1 Contractor agrees to provide Hidalgo County Sheriff's Department Forty percent (40%) monthly discount on prepaid calling cards:

a. \$10.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$6.00.

b. \$20.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$12.00.

c. \$30.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$18.00.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculation commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. Term.

a. Subject to the provisions of (b) below, the term of this Agreement shall be for a period of two (2) years commencing December 6, 2005 and may be renewed by County for three (3) additional one (1) year term under the same rates, terms and conditions.

b. In the event that Contractor shall fail to perform keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract.

County, at its sole discretion, may terminate this Contract on sixty (60) days written notice.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or liquidated damages.

8. Access. County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on county premises as part of this contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by

Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law, no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

1. In the event that any provision or portion of any contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

2. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or materials for Contractor in performing any portion of this contract or any action or omission incident thereto.

11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and

expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or responding to any action brought or threatened against the Indemnified parties for any action or omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of insurance naming county as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any materials change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than \$1,000,000 bodily injury each occurrence and \$500,000 property damage each occurrence and \$1,000,000 property damage in aggregate. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for automobile

liability should be no less than \$500,000 bodily injury per person, \$1,000,000 per accident and \$500,000 property damage each accident. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than \$500,000 for all claims.

14. **Performance Bond.** For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, within ten (10) calendar days after award of this contract, and prior to any installation work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of \$20,000 and will be retained during the full period of this contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises its options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by county at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to

the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the contract, including any other provision, paragraph or subparagraph.

Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. Contractor shall commence the performance of the Services on December 6, 2005 and the Services shall be completed on or before December 6, 2007.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of the Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28. The execution and performance of this Contract by county and contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

29. No waiver or modification of the contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contract and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Evercom Systems, Inc.
Attn: Mr. John J. Viola
14651 N. Callas Pkwy, Suite 600
Dallas, Texas 75254

34. **Proprietary Information.** To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor. All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by county.

35. **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

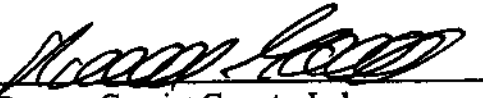
under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate 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).

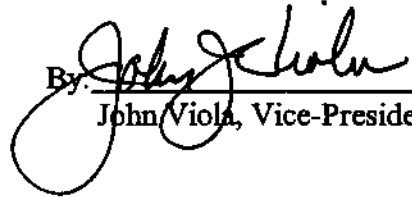
36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the terms and provisions of this contract.

EXECUTED as of the day and year first written above.

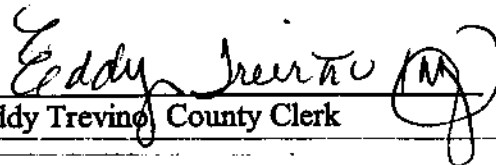
COUNTY:

CONTRACTOR:

By: 
Ramon Garcia, County Judge

By: 
John Viola, Vice-President

ATTEST:


Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 12-6-05 ah

Approved on Commissioners' Court December 6, 2005

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

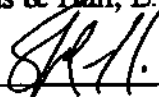
By: 

EXHIBIT “A” REQUIREMENTS

EXHIBIT "A"

REQUIREMENTS

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

- A. ~~The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.~~
- B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.
- D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modern line connections. Only the termination blocks shall be allowed to be mounted on the walls of the equipment room.
- E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.
- B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone

instruments with a hookswitch, handset and 12-button keypad including "ruggedized"; line-powered- telephones specifically designed for use in correctional facilities.

C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones' and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

~~Voice overlay recording alerting called party and any conferenced-in 3rd party, that the yare speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud prevention.~~

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts is to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This

features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" or "clicks" (i.e. answering machines.) Voice recognition is not an acceptable form of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.) The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of records in ASCH formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disable for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

Recording and/or monitoring Eight (8) Channels. Two (2) monitoring phones and

terminals. One (1) in Internal Affairs (IA) and one in the Chief Deputy's office.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks Justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment to perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include ~~the ability to test trunks and phones and to place test calls without sending a technician to the site.~~ For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

- A. Remote diagnostics and repair without affecting calls in progress or system operations
- B. Automatic 24 hour trunk disable when trunk out of service condition encountered.
- C. 24 hour. 365 day repair and maintenance assistance.
- D. System must NOT require on-site intervention for re-boot.
- E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include

- A. On-site storage capacity of up to one (1) year's worth of call records
- B. Real-time call activity viewing capability
- C. Real-time reporting of stored activity
- D. Automatic call record protection via nightly polling.
- E. Flexible call detail reporting by PIN, dialed number, phone, or trunk
- F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....
- G. Retention of call detail in the event of a power failure

EXHIBIT“B”
VENDOR’S RESPONSE

EXHIBIT "B"

PROPOSAL RESPONSE SHEET HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SERVICES"

- A. Monthly Telephone Flat Rate Revenues for LOCAL SERVICE (Enter percent in both words and numerically)

Percent of monthly GROSS BILLED revenue from all installed telephones.

Percentage offered in words: Fifty-Eight Percent

Numerical Percentage offered: 58%

Flat Local Calling Rate offered: \$3.00

- ~~B. Monthly Telephone revenue for Long Distance Service:~~

Percent of monthly GROSS BILLED Revenue from all installed phones:

Percentage offered: 58%

- C. Provide your definition of Gross Billed Revenue in the following terms.

Billed charge for a call	Any deductions	Grossed billed revenue
<u>\$3.00</u>	<u>Less 0</u>	= <u>\$3.00</u>

PREPAID CALLING CARDS

Forty percent (40%) discount on prepaid calling cards as defined as follows:

\$10.00 Calling Cards will cost Hidalgo County \$6.00

\$20.00 Calling Cards will cost Hidalgo County \$12.00

\$30.00 Calling Cards will cost Hidalgo County \$18.00

EXHIBIT “C” INSURANCE

ACORD.DATE (MM/DD/YYYY)
11/02/2007

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

**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.**

PHONE: (866) 283-7122

FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Evercom Holdings, Inc.
Attn: Misty Morse
14651 Dallas Parkway, Suite 600
Dallas TX 75254 USA

INSURER A: St Paul Fire & Marine Insurance Co.

24767

INSURER B: American International Specialty Lines

26883

INSURER C:

INSURER D:

INSURER E:

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	TE05800503	10/09/07	10/09/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$1,000,000
A	A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS	TE05800503 MA05800006	10/09/07 10/09/07	10/09/08 10/09/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY : EA ACC AGG	
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☒ DEDUCTIBLE ☐ RETENTION \$10,000	TE05800503	10/09/07	10/09/08	EACH OCCURRENCE AGGREGATE	\$20,000,000 \$20,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HE067262C29007	09/09/07	09/09/08	☒ WWC STATUTORY LIMITS E.I. EACH ACCIDENT E.I. DISEASE-EA EMPLOYEE E.I. DISEASE-POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000
B		OTHER Employed Lawyer	001860666	09/09/07	09/09/08	Per Claim SIR/Deductible (1) Per Aggregate	\$1,000,000 \$150,000 \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation. This certificate applies only with respects to the insured's operations during the policy period referenced above.

Hidalgo County Sheriff's Department
Attn: County Judge
100E. Cano, 2nd Floor
Edinburg TX 78539 USA

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

Aon Risk Services, Inc. of Florida

Holder Identifier :

Certificate No : 5700258303995

Attachment to ACORD Certificate for Evercom Holdings, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Evercom Holdings, Inc.
Attn: Misty Morse
14651 Dallas Parkway, Suite 600
Dallas TX 75254 USA

INSURER

INSURER

INSURER

INSURER

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
B		Misc E&O Cvg	001860666	09/09/07	09/09/08	Professional Liability	\$5,000,000
						Deductible	\$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No :

570025830995

AI-12492

10.H.1.

**Standalone License & Renewal License
CC REGULAR**

Date: 12/02/2008

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Planning
Department

Information

CAPTION

Requesting authority to purchase computer hardware, software, technical support and/or peripherals through our membership/participation with (DIR) Department of Information Resource for Planning Department with DLT Solutions, Inc. DIR-SDD-513 requisition #142971 & 142963 for the total amount of \$9,264.67.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-10-210-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req # 142971 in the amount of \$6,468.66 as of 11-25-08
8-1100-419-10-210-001-0-336
8-1100-419-10-210-001-0-747

Req # 142963 in the amount of \$2,796.01 as of 11-25-08
8-1100-419-10-210-001-0-747

Total Req in the amount of \$9,264.67

Attachments

Link: [DLT Software](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:13 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:34 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/26/2008 07:52 AM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Matilde Faz
Started On: 11/24/2008 04:41 PM
Final Approval Date: 11/26/2008

Requisition

Req # 00142971

PO #

Date: 11/04/08

*Regular
\$ 12492
12/2/08*

Bill To: x
x

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Vendor: 272671
DLT SOLUTIONS, INC.
P.O. BOX 102549
ATLANTA GA 30368
FAX (703)709-8450

Contact: irma castillo
956-318-2840

Contract No:

Special Instructions:
Req. #117

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Budget is submitting money transfer for this item on CC Mtg of 11/12/08 DO NOT DUPLICATE ORDER		
1.00	EACH	9701-0429s Civil 3D 2009 Standalone License DVD (Subscription Mandatory) This will be the first AutoCAD with Civil 3D(3rd total AutoCAD Program/software	5,996.02	5,996.02
1.00	EACH	9701-0429xw1 Civil 3D 2009 subscription - 1 Year(prorated 6 months to merge into existing contract 340-26356533 expires 04/26/09) This is for product #9701-0429s- New AutoCAD with Civil 3D	472.64	472.64
		Account No	Encumbrance	
		8-1100-419-10-210-001-0-336	472.64	
		8-1100-419-10-210-001-0-747	5,996.02	
			Freight	.00
			Total	6,468.66
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

D/R

Authorized By: _____

Requisition

Req # 00142963

PO #

Date: 11/04/08

Bill To: x
x

Vendor : 272671
DLT SOLUTIONS, INC.
P.O. BOX 102549
ATLANTA GA 30368
FAX (703)709-8450

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: irma castillo
956-318-2840

Contract No:

Special Instructions:
Req #116

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	Budget is submitting Money transfer for this item on CC Mtg of 11/12/08 DO NOT DUPLICATE ORDER 9701-0429a Civil 3D 2009 Crossgrade from AutoCAD 2009 DVD (Subscription Mandatory) [Contract 340-26356533 Will migrate into the existing subscription contract expires 4/26/09 Account No _____ 8-1100-419-10-210-001-0-747 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	2,796.01 Encumbrance 2,796.01 Freight .00 Total	2,796.01 2,796.01

Authorized By: _____



Price Quotation

Quote: 3237603
Reference: 447711
Date: 06/25/2008
Expires: 11/22/2008

To: Ms. Irma Celia Castillo
Hidalgo County Planning Dept
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

From: Andrea McGauley
DLT Solutions, Inc.
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchcd.org

Phone: (703) 773-1193
Fax: (866) 708-6705
Email: andrea.mcgale@dl.com

#	Part No.	Description	Qty	Contract	Unit Price	Ext. Price
1	9701-0429a	Civil 3D 2009 Crossgrade from AutoCAD 2009 DVD (Subscription Mandatory) ** Contract 340-26356533 Will migrate into the existing subscription contract expires 4/26/09	1	TX-A-2	\$2,796.01	\$2,796.01
2	9701-0429s	Civil 3D 2009 Standalone License DVD (Subscription Mandatory)	1	TX-A-2	\$5,996.02	\$5,996.02
3	9701-0429xw1	Civil 3D 2009 Subscription - 1 Year Prorated 6 months to merge into existing contract 340-26356533 expires 4/26/09	1	OM	\$472.64	\$472.64

Quoted on behalf of Expert Computing Solutions

Total: \$9,264.67

TEXAS DIR Contract Data:
DUNS #: 78-6468199
Contract #: DIR-SDD-513
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, Inc.
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, Inc.
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, KS, LA, MA, MD, MS, NC, NV, OH, RI, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.



Price Quotation

Quote: 3237603
Reference: 447711
Date: 06/25/2008
Expires: 11/22/2008

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

AI-12522

10.I.1.

**EXPANSION FOR LICENSED PROFESSIONAL COUNSELOR(S)
CC REGULAR**

Date: 12/02/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, action in connection with the responses received for RFP NO: 2008-408-11-05-VYG-Expansion of Licensed Professional Counselor(s) Pool of providers for the purposes of ranking by CC as "qualified" and thus allowing qualified participants to be added to the existing "Pool" in order to provide necessary/required services on an as needed basis for "RFP NO: 2008-408-11-05-VYG-Expansion of Licensed Professional Counselor(s) Pool" at the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

B. Requesting authority for Purchasing Department to enter into negotiations with qualified participants including any best and final offers in order to finalize contract process.

BACKGROUND

Currently there are only two (2) licensed professional counselor(s) on the existing pool and the department is in great need of adding more to the pool.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 11/26/08 \$7,375.00

Attachments

Link: [Participation & Tabulation Log](#)

Link: [Evaluation Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/26/2008 12:22 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 01:09 PM	APRV
3	Erika Reyna	Erika Reyna	11/26/2008 02:03 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Vangie Garcia

Started On: 11/25/2008 02:26
PM

Final Approval Date: 11/26/2008

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **November 05, 2008**

RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **"Judge Mario E. Ramirez, Jr. - Expansion For: Pool For License Professional Counselor(s)"**

RFP NO: **2008-408-11-05-VYG**

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. Rethia Ross Email: rethiaross@hotmail.com	email	Vangie Y. Garcia	10/24/08	216 E. Exp. 83, Ste. F Pharr, Texas 78577 956-299-9992 (P)
2. Linda Ramirez Email: LmmR13@aol.com	email	Vangie Y. Garcia	10/24/08	5901 N. 10th Street McAllen, Texas 78504 956-668-1516 (P) 956-668-7580 (P)
3. Alfred V. Crixell Email: alfred@crixellcounseling.com	email	Vangie Y. Garcia	10/24/08	4200 N. 23rd. Street McAllen, Texas 78504 956-618-5288
4. Edward Acosta Email: eacosta196@hotmail.com	email	Vangie Y. Garcia	10/24/08	129 E. Sam Houston Street Pharr, Texas 78577 956-460-4518
5. Velma Schmidt Email: olgasherrera@juno.com	email	Vangie Y. Garcia	10/24/08	141 Vance Street Edinburg, Texas 785.9 956-380-2705
6. Alma Castaneda Email: almalpc@aol.com	email	Vangie Y. Garcia	10/24/08	1910 N. McColl Road Edinburg, Texas 78539 956-207-4785
7. George A. Lopez Email: glopez@wisd.us	email	Vangie Y. Garcia	10/24/08	845 E. 34th Street Weslaco, Texas 78596 956-463-7832
8. Cristina Quilantan-Diaz Email: ccst06@yahoo.com	email	Vangie Y. Garcia	10/20/08	5400 S. Jackson Edinburg, Texas 78539 (P) 956-631-9000

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

PROPOSAL OPENING DATE: November 05 , 2008

PROPOSAL OPENING TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: "EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

PROPOSAL NO: 2008-408-11-05-VYG

BUYER II: VANGIE Y. GARCIA

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	Alternative Psychological Services-Rethia W. Ross-Pharr, Texas	√
#2	Counseling Center of South Texas-M. Cristina Quilantan Diaz	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

AI-12509

10.J.1.

Bid Opening Date Ext - Traffic Signs & Miscellaneous Equipment- Hidalgo County
CC REGULAR

Date: 12/02/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Pursuant to Texas Local Government Code, 262.026 (a), notification and ratification of extension of bid opening date (Issued through Addendum by Purchasing Agent) from December 03, 2008 to December 10, 2008 for RFB 2008-338-12-03-YSI "Traffic Road Signs & Miscellaneous Equipment-Hidalgo County", so as to allow more time for answering questions/inquiries submitted by vendors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Various accounts may be used. Please see attached expenditure report.

Attachments

Link: [Expenditure Report](#)

Link: [BACK-UP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2008 02:38 PM	APRV
2	Budget & Management	Veronica Lopez	11/25/2008 02:42 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/25/2008 03:45 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Yvette Islas
Started On: 11/25/2008 11:38 AM
Final Approval Date: 11/26/2008

For 01/01/08 - 01/31/09
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
8-1100-419-40-220-001-0-613	GEN GOVT BLDG-SAFETY SUPPLIES	12,000.00	12,000.00	1,707.54	10,178.89	113.57	99.05
8-1100-419-40-220-001-0-679	GEN GOVT BLDG-OTHER R&M SUPPLIES	35,000.00	31,000.00	5,125.35	22,876.55	2,998.10	90.33
8-1100-419-40-220-002-0-679	BLDG MINOR ST-OTHER R&M SUPPLIES	.00	140.00	.00	139.94	.06	99.96
8-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	2,125.00	7,125.00	185.08	1,385.80	5,554.12	22.05
8-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	4,000.00	4,000.00	935.39	1,613.77	1,450.84	63.73
8-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	4,000.00	4,000.00	466.58	1,320.97	2,212.45	44.69
8-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	23,500.00	23,500.00	2,179.79	4,771.94	16,548.27	29.58
8-1100-432-00-121-001-0-613	SANITATION PCT.1-SAFETY SUPPLIES	3,000.00	4,925.25	379.01	4,461.24	85.00	98.27
8-1100-432-00-121-001-0-679	SANITATION PCT.1-OTHER R&M SUPPLIES	3,000.00	16,218.67	1,100.51	14,950.79	167.37	98.97
8-1100-432-00-122-001-0-679	SANITATION PCT.2-OTHER R&M SUPPLIES	900.00	8,900.00	.00	866.21	8,033.79	9.73
8-1100-432-00-123-001-0-613	SANITATION PCT.3-SAFETY SUPPLIES	2,000.00	2,000.00	410.25	1,233.15	356.60	82.17
8-1100-432-00-123-001-0-679	SANITATION PCT.3-OTHER R&M SUPPLIES	7,000.00	13,500.00	1,499.91	6,448.32	5,551.77	58.88
8-1100-432-00-124-001-0-613	SANITATION PCT.4-SAFETY SUPPLIES	800.00	800.00	313.74	41.85	444.41	44.45
8-1100-432-00-124-001-0-679	SANITATION PCT.4-OTHER R&M SUPPLIES	1,000.00	8,300.00	80.44	733.78	7,485.78	9.81
8-1100-466-00-121-050-0-613	PCT.1 CRC-SAFETY SUPPLIES	.00	60.00	.00	60.00	.00	100.00
8-1100-466-00-122-018-0-679	PCT 2 CRC-OTHER R&M SUPPLIES	390.57	390.57	4.04	117.71	268.82	31.17
8-1100-466-00-122-082-0-613	PCT 2 CRC S TOWER RD-SAFETY SUPPLIES	125.00	125.00	.00	.00	125.00	.00
8-1100-466-00-122-082-0-679	PCT 2 CRC S TOWER RD-OTHER R&M SUPPLIES	150.00	150.00	.00	.00	150.00	.00
1100 GENERAL FUND		98,990.57	137,134.49	14,387.63	71,200.91	51,545.95	62.41
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	89.95	89.95	.00	52.24	37.71	58.08
8-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	3,500.00	3,500.00	611.02	1,639.96	1,249.02	64.31
1200 R&B COUNTY WIDE		3,589.95	3,589.95	611.02	1,692.20	1,286.73	64.16
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-004-0-613	PCT.1 RD ADM-SAFETY SUPPLIES	150.00	50.00	.00	18.58	31.42	37.16
8-1201-431-00-121-004-0-679	PCT.1 RD ADM-OTHER R&M SUPPLIES	400.00	600.00	1.29	395.92	202.79	66.20
8-1201-431-00-121-005-0-613	PCT.1 P/U RD-SAFETY SUPPLIES	45,000.00	55,000.00	3,710.63	42,206.50	9,082.87	83.49
8-1201-431-00-121-005-0-679	PCT.1 P/U RD-OTHER R&M SUPPLIES	30,000.00	55,322.61	7,554.20	47,731.29	37.12	99.93
1201 R&B PRECINCT NO.1		75,550.00	110,972.61	11,266.12	90,352.29	9,354.20	91.57
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-679	PCT.2 RD ADM-OTHER R&M SUPPLIES	800.00	800.00	.00	90.50	709.50	11.31

Hidalgo County
Expenditure Summary Report
Standard Report Format

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-613	PCT.2 P/U RD-SAFETY SUPPLIES	3,386.60	17,386.60	2,274.55	6,234.69	8,877.36	48.94
8-1202-431-00-122-006-0-679	PCT.2 P/U RD-OTHER R&M SUPPLIES	20,510.00	32,510.00	4,254.66	18,955.58	9,299.76	71.39
1202 R&B PRECINCT NO.2		24,696.60	50,696.60	6,529.21	25,280.77	18,886.62	62.75
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-613	PCT.3 P/U RD-SAFETY SUPPLIES	6,300.00	10,439.17	1,414.45	8,440.66	584.06	94.41
8-1203-431-00-123-005-0-679	PCT.3 P/U RD-OTHER R&M SUPPLIES	45,000.00	46,435.58	6,083.64	29,605.26	10,746.68	76.86
1203 R&B PRECINCT NO.3		51,300.00	56,874.75	7,498.09	38,045.92	11,330.74	80.08
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-613	PCT.4 P/U RD-SAFETY SUPPLIES	40,000.00	130,000.00	11,114.48	110,125.27	8,760.25	93.26
8-1204-431-00-124-007-0-679	PCT.4 P/U RD-OTHER R&M SUPPLIES	19,000.00	89,000.00	16,832.58	66,752.91	5,414.51	93.92
1204 R&B PRECINCT NO.4		59,000.00	219,000.00	27,947.06	176,878.18	14,174.76	93.53
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-613	PARKS PCT.1-SAFETY SUPPLIES	2,000.00	3,554.53	619.47	2,687.33	247.73	93.03
8-1211-452-00-121-013-0-679	PARKS PCT.1-OTHER R&M SUPPLIES	6,980.69	10,265.05	1,667.52	8,136.56	460.97	95.51
1211 PARKS PRECINCT NO.1		8,980.69	13,819.58	2,286.99	10,823.89	708.70	94.87
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-613	PARKS PCT.2-SAFETY SUPPLIES	1,500.00	1,500.00	14.99	90.62	1,394.39	7.04
8-1212-452-00-122-008-0-679	PARKS PCT.2-OTHER R&M SUPPLIES	2,500.00	4,500.00	720.65	2,502.79	1,276.56	71.63
1212 PARKS PRECINCT NO.2		4,000.00	6,000.00	735.64	2,593.41	2,670.95	55.48
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-613	PARKS PCT.3-SAFETY SUPPLIES	1,200.00	1,200.00	174.96	572.52	452.52	62.29
8-1213-452-00-123-008-0-679	PARKS PCT.3-OTHER R&M SUPPLIES	3,500.00	9,500.00	2,538.34	3,759.21	3,202.45	66.29
1213 PARKS PRECINCT NO.3		4,700.00	10,700.00	2,713.30	4,331.73	3,654.97	65.84
1214 PARKS PRECINCT NO.4							
8-1214-452-00-124-009-0-613	PARKS PCT.4-SAFETY SUPPLIES	300.00	300.00	.00	.00	300.00	.00
8-1214-452-00-124-009-0-679	PARKS PCT.4-OTHER R&M SUPPLIES	700.00	700.00	399.75	.00	300.25	57.11
1214 PARKS PRECINCT NO.4		1,000.00	1,000.00	399.75	.00	600.25	39.98
1284 DESIGNATED PURPOSE GRANTS LVL 4							
8-1284-421-00-280-037-8-679	OCDE-OTHER R&M SUPPLIES	.00	300.00	.00	.00	300.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		.00	300.00	.00	.00	300.00	.00
1287 DESIGNATED PURPOSE GRANTS LVL 7							
8-1287-452-00-123-043-9-613	ANZALDUAS PRK BOAT RAMP-SAFETY SUPPLIES	.00	950.00	.00	.00	950.00	.00
1287 DESIGNATED PURPOSE GRANTS LVL 7		.00	950.00	.00	.00	950.00	.00

For 01/01/08 - 01/31/09
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
8 YEAR	331,807.81	611,037.98	74,374.81	421,199.30	115,463.87	81.10



PURCHASING DEPARTMENT
County Of Hidalgo

November 26, 2008

RE: **ADDENDUM NO.2**
FOR RFB No.: 2008-338-12-03-YSI
"TRAFFIC ROAD SIGNS AND
MISCELLANEOUS EQUIPMENT"-
HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for bids for "**TRAFFIC RAOD SIGNS & MISCELLANEOUS EQUIPMENT**".

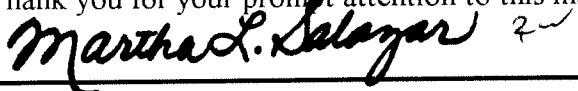
Please add this **ADDENDUM NO. 2** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for "**TRAFFIC ROAD SIGNS AND MISCELLANEOUS EQUIPMENT**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

 **BY:**

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME

MLS/ysi
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 2

November 26, 2008

"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"
RFB NO.: 08-338-12-03-YSI

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening date has changed from December 03, 2008 to **Wednesday, December 10, 2008 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, December 03, 2008 at 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Friday, December 05, 2008, 5:00 pm.

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, November 26, 2008, for RFB –"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"- HIDALGO COUNTY.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

**Approval of Changes/Amendments to CUC Agreement
CC REGULAR****Date:** 12/02/2008**Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Co. Wide

Information**CAPTION**

IT Department:

Approval of Changes to the Agreement between Hidalgo County and the Texas Conference of Urban Counties for Phase 2 of the Hidalgo County Common Intergrated Justice System Project including, but not limited to, the following:

A. An Amendment No. 2 ("Amendment") to TechShare Resource Sharing Addendum Common Integrated Justice System (CIJS) Court Administration System originally approved by CC in July of 2007;

B. Implementation Plan;

C. Notice to Proceed with Phase 2 of the CIJS Implementation in Hidalgo County which includes Criminal Courts and Prosecutors as well as the Jail Management, Law Enforcement, Community Supervision and Hot Checks Modules.

BACKGROUND

The total cost for Hidalgo County's CIJS Project, Phase 2, excluding any computer hardware and systems software to be purchased by the County is \$2,572,411.00 Only funding information offered was that monies are in place. No further details given by IT.

Fiscal Impact**FISCAL YEAR:** 2008**ACCT. #:** 8-1302-412-00-200-009-0-747**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance as of 11-26-08 \$930,985.23

Only funding information offered was that monies are in place. No further details given by IT.

AttachmentsLink: [Backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/26/2008 01:43 PM	APRV
2	Budget & Management	Veronica Lopez	11/26/2008 02:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/26/2008 03:52 PM	APRV
4	Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Marty Salazar

Started On: 11/25/2008 05:02 PM

Final Approval Date: 11/26/2008

Martha Salazar

Agenda item
12534

From: mike [mike@co.hidalgo.tx.us]
Sent: Tuesday, November 25, 2008 4:55 PM
To: Marty Salazar
Cc: 'J. D. Salinas'; renan@co.hidalgo.tx.us
Subject: Please place on Agenda for CC 2/2/08

Attachments: Item 2_Notice Proceed.doc; Item 0_Cover_Letter.doc; Item 1
_tcuc.ts.cijs.09.hidalgo.002.cas.d.doc



Item 2_Notice



Item



Item

Proceed.doc (29 ...ver_Letter.doc (84 cuc.ts.cijs.09.hidalgo

Marty:

Please place on Agenda for CC 2/2/08. We have the monies in place, solely for this purpose.

1. Approval of Changes to the Agreement with the Texas Conference of Urban Counties for Phase 2 of the Hidalgo County Common Integrated Justice System Project
2. Notice to Proceed for Phase 2 of the CIJS Implementation in Hidalgo County which includes Criminal Courts and Prosecutor as well as the Jail Management, Law Enforcement, Community Supervision and Hot Checks Modules.

Mike Robledo

Information Systems Administrator

Hidalgo County Information Technology Department 100 E. Cano, 4th Floor Edinburg, Texas
78539 O (956) 318-2151 F (956) 318-2152 E mike@co.hidalgo.tx.us

This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and contain information that may be privileged and confidential. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient of this e-mail, please delete this e-mail and any files transmitted with it and notify the sender immediately.

-----Original Message-----

From: karina cardoza [mailto:karina.cardoza@co.hidalgo.tx.us]
Sent: Tuesday, November 25, 2008 10:50 AM
To: 'mike'; Vivian Barrera
Subject: Emailing: Item 2_Notice Proceed, Item 0_Cover_Letter, Item 1
_tcuc.ts.cijs.09.hidalgo.002.cas.d

The message is ready to be sent with the following file or link attachments:

Item 2_Notice Proceed
Item 0_Cover_Letter
Item 1_tcuc.ts.cijs.09.hidalgo.002.cas.d

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**AMENDMENT NO. 2 ("Amendment 2")
TO TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION
SYSTEM**

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Hidalgo, Texas ("Hidalgo County") and became effective on July 24, 2007 and executed by all parties by July 30, 2007.

- 1) The effective date of the Addendum is extended through Phase 2 of the Hidalgo County Common Integrated Justice System Project or January 31, 2011, whichever occurs first.
- 2) Attachment A of the Addendum is amended by supplementing the projected budget for Phase 1, Civil Cases, District and County Clerks with the attached Phase 2 Financial Plan.
- 3) Amendment 2 does not repeal any effective prior amendments to the Addendum.
- 4) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this _____ day of _____, 20_____.

COUNTY OF HIDALGO

By: County Judge

Approved as to form:

Name: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES

By: Executive Director

tcuc.ts.cijs.09.hidalgo.002.cas.d

Hidalgo County
December 1, 2008, Page 1 of 4

Attachment A – Financial Plan

Phase 2, Criminal and Prosecutor, Optional Modules: Jail Management/Law Enforcement, Community Supervision, and Hot Checks:

The following table summarizes the expected costs for Phase 2 of the Hidalgo County Common Integrated Justice System Project. Phase 2 includes all Criminal and Prosecutor case types as well as the optional Jail Management/Law Enforcement, Community Supervision, and Hot Checks modules.

The total cost for Hidalgo County's CIJS Project, Phase 2, excluding any computer hardware and systems software to be purchased by the County is \$2,572,411.

Common Integrated Justice System

Phase 2

CIJS Software

Court Administration	\$ 367,500
Jail Management/Law Enforcement	\$ 375,000
Community Supervision	\$ 150,000
Hot Checks	\$ 90,000

Implementation Services

Tyler Implementation Plan	\$ 2,320
Tyler Budget Estimate	\$ 1,290,895
Travel Expenses	\$ 161,896

CUC Texas County Enterprise Mods

Hidalgo County Cost	\$ 92,000

CUC Oversight

Quality Assurance and Contract Administration	\$ 43,000

Totals by Fiscal Year

\$ 2,572,411

The CIJS software is the license payment for the Court Administration System for Civil, Family and Criminal Courts and the optional Jail Management/Law Enforcement, Community Supervision, and Hot Checks modules. Payments of license fees will be made through the Conference of Urban Counties. The Court Administration System license fee will be billed upon successful completion of "go live" for Civil, Family and Criminal Courts.

Payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Hidalgo County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Hidalgo County. Payments to Tyler Technologies for Implementation Services will be made monthly based on services provided and accepted or approved by the County.

Funding for Hidalgo County's share of the Texas County Enterprise Modifications will be made to the Conference of Urban Counties.

Payment for Quality Assurance and Contract Administration Services will be made to the Conference of Urban Counties.

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2009:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Hidalgo County's CIJS Phase 2 Project.

	FY 09	Estimated Payment Date
CIJS Software		
Court Administration and Prosecutor	\$ 367,500	July 2009
Jail Management/Law Enforcement: upon issuance of Notice to Proceed	\$ 187,500	January 2009
Community Supervision: upon issuance of Notice to Proceed	\$ 75,000	January 2009
Hot Checks: upon issuance of Notice to Proceed	\$ 45,000	January 2009
CUC Texas County Enterprise Mods		
Hidalgo County Cost	\$ 36,000	January 2009
CUC Oversight		
Quality Assurance and Contract Administration	\$ 28,000	January 2009
Totals by Fiscal Year	\$ 739,000	

The Court Administration System license fee will be billed upon successful completion of "go live" for Civil, Family and Criminal Courts—\$341,250 was remitted by Hidalgo County in November 2008 after approval of the Implementation Plan and issuance of a Notice to Proceed and an additional \$708,750 (\$341,250 from the Phase 1 Addendum plus the \$367,500 from this Phase 2 Addendum) will be billed upon "go live." The remaining balance on the optional Jail Management/Law Enforcement, Community Supervision, and Hot Checks modules will be billed in Fiscal Year 2010.

As noted above, payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Hidalgo County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Hidalgo County.

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software, Enterprise Modifications and Oversight for Hidalgo County's CIJS Phase 2 Project.

	FY 10	Estimated Payment Date
CIJS Software		
Court Administration and Prosecutor		
Jail Management/Law Enforcement: upon Go-live	\$ 187,500	April 2010
Community Supervision: upon Go-live	\$ 75,000	April 2010
Hot Checks: upon Go-live	\$ 45,000	April 2010
CUC Texas County Enterprise Mods		
Hidalgo County Cost	\$ 38,000	October 2009
CUC Oversight		
Quality Assurance and Contract Administration	\$ 15,000	October 2009
Totals by Fiscal Year	\$ 360,500	

As noted above, payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Hidalgo County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Hidalgo County.

Participating Member County NOTICE TO PROCEED

This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation (“Software Provider”), the Texas Conference of Urban Counties (the “CUC”), and Hidalgo County, Texas (the “County”).

The County has reviewed the attached Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed for Phase 2 of the CIJS Implementation in Hidalgo County which includes Criminal Courts and Prosecutor as well as the Jail Management, Law Enforcement, Community Supervision and Hot Checks Modules.

**HIDALGO COUNTY,
TEXAS**

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

AI-12512

11.A.

**Claim Settlement for P3 Landfill Fence
CC REGULAR**

Date: 12/02/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Budget and Management

Information

CAPTION

Safety Division:

Requesting approval to accept settlement check from Allstate Insurance Company in the amount of \$385.00 for property damages to County fence (P3 Collection Site).

BACKGROUND

Date of Loss: 10/19/08

Account #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status
1 Budget & Management	Veronica Lopez	11/25/2008 01:12 PM	APRV
2 Damaris San Miguel	Damaris San Miguel	11/26/2008 09:36 AM	APRV
3 Auditor's Office		11/26/2008 04:34 PM	NEW

Form Started By: Aida Alvarez
Started On: 11/25/2008 11:52 AM

Final Approval Date: 11/26/2008

AI-12527

12.D.

Subrogation of Nicolas Cano

CC REGULAR

Date: 12/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Closed Session

Information

CAPTION

Subrogation of Nicolas Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 04:09 PM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 02:16 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Norma Silva
Started On: 11/25/2008 03:29 PM

Final Approval Date: 11/26/2008

AI-12525

12.E.

Cause No. C-818-08-D

CC REGULAR

Date: 12/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Closed Session

Information

CAPTION

Cause No. C-818-08-D; Benito and Sandra Gonzalez, Individually and as Representative of the Estate of Benito Gonzalez Jr. and Yesenia Lisbeth Santos, Individually and as Next Friend of Joel Alejandro Gonzalez and Leslie Michelle Gonzalez, Minors vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 04:10 PM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 02:16 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Norma Silva
Started On: 11/25/2008 03:18 PM
Final Approval Date: 11/26/2008

AI-12481

12.F.

Claim of Maurilio Perez

CC REGULAR

Date: 12/02/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Maurilio Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/24/2008 11:52 AM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 04:17 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Aida Alvarez
Started On: 11/24/2008 11:44 AM

Final Approval Date: 11/26/2008

AI-12528

13.D.

Subrogation of Nicolas Cano
CC REGULAR

Date: 12/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Subrogation of Nicolas Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 04:11 PM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 02:17 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Norma Silva
Started On: 11/25/2008 03:30 PM

Final Approval Date: 11/26/2008

AI-12526

13.E.

Cause No. 818-08-D

CC REGULAR

Date: 12/02/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Cause No. 818-08-D; Benito and Sandra Gonzalez, Individually and as Representative of the Estate of Benito Gonzalez Jr. and Yesenia Lisbeth Santos, Individually and as Next Friend of Joel Alejandro Gonzalez and Leslie Michelle Gonzalez, Minors vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/25/2008 04:11 PM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 02:17 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Norma Silva
Started On: 11/25/2008 03:24 PM
Final Approval Date: 11/26/2008

AI-12482

13.F.

Claim of Maurilio Perez

CC REGULAR

Date: 12/02/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Maurilio Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	11/24/2008 11:52 AM	APRV
2	Auditor's Office	Becky Morales	11/26/2008 04:17 PM	APRV
3	Purchasing Department		11/26/2008 04:34 PM	NEW

Form Started By: Aida Alvarez
Started On: 11/24/2008 11:47 AM

Final Approval Date: 11/26/2008
