AI-13904 **6.B.**

457 plan w/ds

CC REGULAR

Date:	02/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 plan withdrawal requests due to hardship for Employees #000752, #026174, #006491, #126381, #110922, and #011053.

BACKGROUND

Fiscal Impact

Attachments

Link: request forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 02:57 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/11/2009 10:09 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia — Started On: 02/10/2009 11:22 AM

Final Approval Date: 02/13/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 PLAN #000752

Participant Name [redacted] ANZ

Address 1003 [redacted] URG

Social Security No. [redacted] aytin 5613

SECTION I – Hardat

I understand that this wi [redacted] to fi [redacted] at the amount of the withdrawal is neces [redacted] eavy [redacted] have obtained all distributions, other than [redacted] ship, [redacted] ently available to me under the Plan, as well as all other plans maintained by the Company. 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 In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.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.

(X) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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 Laura M. Carranza Date 2-4-09

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 and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 PLAN #026174

Participant Name [redacted]

Address 109 [redacted] G TX 7[redacted]

Social Security N[redacted] **Daytime Ph[redacted]**

SECTION I – Har[redacted]

I understand that this [redacted] due to financia[redacted] amount of the withdrawal is ne[redacted] heavy financ[redacted] btained all distributions, other th[redacted] ardship, and a[redacted] vailable to me under the Plan, as well as all other plans maintained by the Company. 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.

(X) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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 [redacted] Date 2/4/09

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 and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Savings Plan #006491

Participant Name [redacted]

Address 1201 [redacted] urg, TX 785 [redacted]

Social Security No [redacted] **Daytime Phone No** [redacted]

SECTION I – Hard

I understand that this [redacted] ue to financial hardsh [redacted] of the withdrawal is nec [redacted] heavy financial need [redacted] all distributions, other tha [redacted] rdship, and all other n [redacted] to me under the Plan, as well as all other plans maintained by the Company. 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.

(XX) 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.
(XX) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? No If so what was the amount taken $ N/A

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 Gloria A. Beltran Date 02/03/2009

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 and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 PLAN #126381

Participant Name [redacted]

Address 1 [redacted] TX 78539 [redacted]

Social Security N [redacted] **Daytime Phone N** [redacted]

SECTION I – Har

I understand that this [redacted] due to financial hards [redacted] t of the withdrawal is ne [redacted] heavy financial nee [redacted] all distributions, other th [redacted] ardship, and all other [redacted] to me under the Plan, as well as all other plans maintained by the Company. 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.

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( ) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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 Santos Resendez Date 2-5-09

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 and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan #110922

Participant Name [redacted] lez

Address 807 [redacted] burg, Tx

Social Security No [redacted] **Daytime Phon** [redacted]

SECTION I – Hard

I understand that this [redacted] due to financial h [redacted] nount of the withdrawal is nec [redacted] heavy financial [redacted] ined all distributions, other tha [redacted] rdship, and all o [redacted] ilable to me under the Plan, as well as all other plans maintained by the Company. 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.

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( ) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

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 Juan Gonzalez Date 2/10/09

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 and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan #011053

Participant Name [redacted]

Address 134 [redacted] t. Edinbu [redacted]

Social Security N [redacted] **Daytime Phone N** [redacted]

SECTION I – Ha

I understand that th [redacted] due to financial hards [redacted] t of the withdrawal is n [redacted] d heavy financial nee [redacted] l all distributions, other t [redacted] hardship, and all other [redacted] e to me under the Plan, as well as all other plans maintained by the Company. 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.**

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( ) 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 $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? No If so what was the amount taken $ N/A

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 2/10/09

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 and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-13981 **6.C.**

Call of Bonds and Commitment of Financial Guaranty
CC REGULAR

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Notification of call of bonds using proceeds of the Limited Tax Refunding Bonds, Series 2009A and commitment to issue financial guaranty insurance policy.
2. Ratification of designation of Commissioners' Court Executive Officer and Budget Officer as authorized designees for purposes of Issuance of Certificates of Obligation, Series 2009 and Refunding Bonds, Series 2009A

BACKGROUND

Presentation to Court Only - No Action Required

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:35 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/12/2009 01:11 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Sergio Cruz			Started On: 02/11/2009 05:03 PM	
Final Approval Date: 02/13/2009				

AI-13936 **6.D.**

Reimbursement of Trust Account & Transfer

CC REGULAR

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Authorization to issue a check from General Fund to the District Clerk's Trust Account in the amount of $ 45,807.37 to pay trustee Esteban Gonzalez and to replenish the over disbursement account

BACKGROUND

The expenditure will be posted to the District Clerks budget acct. #9-1100-412-00-090-001-0-890

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:33 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/12/2009 10:08 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Sergio Cruz			Started On: 02/11/2009 09:56 AM	
Final Approval Date: 02/13/2009				

AI-14027 **6.E.**

Consulting Services-Stimulus Package Federal Funding Source for Sheriff's Office

CC REGULAR

Date:	02/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Valde Guerra-Executive Officer
Department:	PURCHASING DEPT.
Agenda Category:	Comm. Court Executive Office
Purchasing only:	Sheriff's Office

Information

CAPTION

Sheriff's Office:
1. Presentation of approved "pool" of consultants for state and/or federal issues in order to score, grade and evaluate firms and submit grid to Commissioners Court for ranking in connection with securing consulting services for identifying, applying and securing funding from the newly passed federal stimulus package for the Hidalgo County Sheriff's Office;

2. Selection/Designation of graders of firms nominated to score and evaluate as detailed above;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

In the event the contract is negotiated on a "contingency" basis, then funding will be secured through awarded funding;
If contract is negotiated a fee (paid from funds other than those secured) then budget office would need to identify funding for these service;

CO WIDE ADM-CONTINGENCY FUNDS ARE BEING REFERENCED AS A POSSIBLE FUNDING SOURCE.

Attachments

Link: EXHIBIT A REQUIREMENTS
Link: EXHIBIT B EVALUATION
Link: POOL PARTICIPATION LOG
Link: POOL PARTICIPATION LOG 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/13/2009 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 01:21 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 04:07 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marty Salazar

Started On: 02/13/2009 11:32 AM

Final Approval Date: 02/13/2009

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2008-103-05-21-VYG

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s)** in order to establish a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** on an **"As Needed Basis"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-103.-05-21-VYG

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, May 14, 2007 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** evangelina.garcia@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, May 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:
The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant(s)"**, in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services
- Excellent financial-related background and interpersonal skills
- Effective communication skills, both verbal and written
- Excellent organizational and analytical skills
- Ability to manage multiple priorities
- Ability to formulate recommendations
- Ability to compile and analyze financial data

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
Hidalgo County is requesting proposals with qualifications from experienced, qualified consultants in order to establish a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** to provide consulting services required. The **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Souces"**contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

Required services include, but may not be limited to the following:

a. Review, prepare and/or coordinate grants/funding sources with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
b. Provide governmental relations and representation before federal and state agencies, private sector(s) and other sources;
c. Plan and coordinate meetings between County Officials and key representatives of federal and state agencies, private sector(s) and other sources;
d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to federal and state agencies, private sector(s) and other sources to be presented by County Officials and/or key representatives of the County;
e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before federal and state Agencies, private sector(s) and other sources;
f. Notwithstanding, before commencing, consultant shall **not engage** in any lobbying activity for which a license or registration is required under either state or federal law.
g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to federal and state agencies, private sector(s) and other sources;
h. Coordinate with the County to jointly develop strategies relating to federal and state agencies, private sector(s) and other sources;
i. Assist the County in identifying and preparing for critical issues and concerns relating to federal and state agencies, private sector(s) and other sources;
j. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to federal and state agencies, private sector(s) and other sources;
k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to federal and state agencies, private sector(s) and other sources;
l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to federal and state agencies, private sector(s) and other sources;
m. Determine and communicate the various impacts to the County of any and/or such concerns relating to federal and state agencies, private sector(s) and other sources;
n. Obtain funding from federal and state agencies, private sector(s) and other sources to increase the County's capacity for services through grants and other funding sources.
o. Prepare and perform other assignments as requested accordingly;
p. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
q. Report and consult to the County Commissioners as often as reasonably necessary;
r. Provide any other service(s) necessary or desirable for the development of the service(s);
s. Prepare grant applications/funding requests;
t. Prepare funding needs assessment;
u. Prepare and circulate funding alerts;
v. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission of grant proposals to federal and state agencies, private sector(s) and other sources.
w. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;

x. Will be required to collect, analyze, and reporting data on the performance of program activities that are funded by public and private sources;

y. Consultant will entail researching available grant funding for specific areas of county responsibility and interest (examples: criminal justice, health care, economic development, emergency management, etc.) technical research/writing required to prepare grant applications, prepares complex correspondence and grant reports/statistics and submits to local, federal, state agencies, private sector(s) and other sources, administration of awarded grants in compliance with all grant requirements, regulations, including monitoring of project activities, budgets, record keeping/reporting;

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking and establishment of a "POOL".

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**
1. Provides sufficient professional background.
2. Provides references.
3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources.

B. **COST - 20 POINTS**
Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**
1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources.
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources.
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
4. Extent of experience.

D. **PROPOSER'S QUALIFICATIONS - 20 POINTS**
1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources.
2. Met minimum of three (3) years of experience in grant and/or technical writing.

3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding.

E. **CAPACITY OF PERFORMANCE - 25 POINTS**

1. Provides appropriate evidence of adequate staffing.
2. Staffing level/experience of staff.
3. Adequacy of resources to perform these services.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, May 21, 2008.**
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY -
REQUEST FOR PROPOSAL/QUALIFICATIONS

"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2008-103-05-21-VYG

SELECTION/EVALUATION/RANKING CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**

1. Provides sufficient professional background
2. Provides references
3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources

B. **COST - 20 POINTS**

Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**

1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations
4. Extent of experience

D. **PROPOSER'S QUALIFICATIONS - 20 POINTS**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

E. **CAPACITY OF PERFORMANCE - 25 POINTS**

1. Provides appropriate evidence of adequate staffing
2. Staffing level/experience of staff
3. Adequacy of resources to perform these services

Total Points = 100 Points

RFP EVALUATION FORM

SELECTION CRITERIA	**Points**	**Score**

A. **BACKGROUND**

1. Provides sufficient professional background
2. Provides references
3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources

15 Points _____

Comments/Rationale For Points:_____

B. **COST**

Provides the required turnkey services at a reasonable cost.

20 Points _____

Comments/Rationale For Points:_____

C. **EXPERIENCE**

1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations
4. Extent of experience

20 Points _____

Comments/Rationale For Points:_____

D. **QUALIFICATIONS**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

20 Points _____

Comments/Rationale For Points:_____

E. **CAPACITY OF PERFORMANCCE**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

25 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q- POOL

DESCRIPTION OF RFP/Q: HIDALGO COUNTY POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES	RFP/Q NO: 2008-103-05-21-VYG
RFP/Q ACCEPTANCE DATE: **MAY 21, 2008**	RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _____, 2008 through _____, 2009	

	NAME OF COMPANY	RFP/Q AREAS OF CRITERIA				
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONEL/STAFFING	Other
#01	**VAZALDUA & ASSOCIATES** 205 W. IRIS MCALLEN, TEXAS 78501 956-451-6775 – (F) 956-683-9110 email: paulmv555@yahoo.com	√ Background information was provided	√ 18 Yrs. Of Experience	√	√ Five (5) Staff	√ County Forms Submitted
#02	**DOS LOGISTICS, INC.** 212 West 3RD STREET WESLACO, TEXAS 78596 (956) 968-8800 or (956) 797-4601 (FAX) (956) 447-8194 Email: ericybarra@doslogistics.com	√ Background information was provided	√ 150 Years Total Combined Experience	√	√	√ County Forms Submitted
#03	**HOLLIS RUTLEDGE AND ASSOCIATES, INC.** 414 N. MAYBERRY STREET MISSION, TEXAS 78572 (956) 583-0002 (FAX) (956) 583-0500 Email: hollis@rutledge-associates.com	√ Background information was provided	√ 50 Years Total Combined Experience	√	√ Eight (8) Staff	√ County Forms Submitted
#04	**TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP** 755 E. MULBERRY #200 SAN ANTONIO, TEXAS 78212 (210) 225-5000 (FAX) (210) 354-4034 Email: ttuggey@trpsalaw.com	√ Background information was provided	√ Established in 1993 – 3 Office Locations (San Antonio-Austin-Washington)	√	√ Forty-Five (45) Staff With-In the 3 Locations Firm's Project Personnel Staff - Five (5)	√ County Forms Submitted
#05						
#06						
#07						

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q – POOL

DESCRIPTION OF RFP/Q	**CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES**
RFP/Q ACCEPTANCE DATE	**MAY 21, 2008**

QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 – JUNE 16, 2009

	NAME OF COMPANY	RFP/Q AREAS OF QUALIFICATIONS						
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONAL/STAFFING	OTHER	FEDERAL	STATE
1	**VAZALDUA & ASSOCIATES**	✓ Background Information Was Provided	✓ 18 Years Of Experience	✓	✓ Five (5) Staff	✓ County Forms	✓	✓
2	**DOS LOGISTICS, INC.**	✓ Background Information Was Provided	✓ 150 Years Of Total Combined Experience	✓	✓	✓ County Forms	✓	✓
3	**HOLLIS RUTHEDGE & ASSOCIATES, INC.**	✓ Background Information Was Provided	✓ 50 Years Total Combined Experience	✓	✓ Eight (8) Staff	✓ County Forms	✓	✓
4	**TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP**	✓ Background Information Was Provided	✓ Established In 1993 – 3 Office Locations (San Antonio-Austin-Washington)	✓	✓ Forty-Five (45) Staff W/In Three (3) Office Locations Firm's Project Personnel Staff- Five (5)	✓ County Forms	✓	✓

AI-14034 **6.F.**

Civil Service Comission Rules/County Personnel Policy Manual

CC REGULAR

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Civil Service Commission Rules/County Personnel Policy Manual:

1. Discussion, consideration, and approval to concur with the inclusion of item 2.18-J to the Civil Service Commission Rules as approved by the Civil Service Commission at its meeting of February 12, 2009.

2. Discussion, consideration, and approval to amend Section 4.20 of the County Personnel Policy Manual to include item 4.20-K to permit Commissioners Court to exclude certain Precinct positions from Civil Service Commission Rules.

3. Discussion, consideration, and approval to amend Section 4.20-D to include Executive Assistant as an option to Personal Secretary.

4. Discussion, consideration, and approval to amend Section 6.08 to exclude Section 4.20-D positions from posting procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	02/13/2009 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 04:40 PM	APRV
3	Dale Kennan	Dale Kennan	02/13/2009 04:50 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Sergio Cruz			Started On: 02/13/2009 01:58 PM	

Final Approval Date: 02/13/2009

AI-13927 **7.A.**

Renewal of Membership Dues - Co Judge & Commissioners

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 2009 membership renewal fees for the following:
NACO - $ 10,420.00
Texas Conference of Urban Counties - $ 18,631.00
TAC - $ 2,440.00
LRGVDC - $ 37,417.00

BACKGROUND

NACo & Tx. CUC - Acct. #9-1100-413-30-115-017-0-810
TAC - Acct. #9-1100-419-00-115-023-0-810
LRGVDC- Acct. #9-1100-419-00-115-022-0-810

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-X0-115-0XX-0-810

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

BUDGETARY IMPACT:

9-1100-413-30-115-017-0-810; $55,000.00
9-1100-419-00-115-023-0-810; $ 3,000.00

9-1100-419-00-115-022-0-810; $35,561.00
pending AI#13950 for $ 1,900.00
Total $37,461.00

Attachments

Link: dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:47 AM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 01:22 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Monica Badillo — Started On: 02/10/2009 04:51 PM

Final Approval Date: 02/13/2009

DATE: 11/17/2008

STATEMENT: 50299

NACo National Association of Counties

The Voice of America's Counties

RECEIVED
DEC 15 2008
COUNTY JUDGE

ID: 000048215O

Hidalgo County
100 E. Cano St, 4th Floor
Edinburg, TX 78539-0000

REMITTANCE ADDRESS: P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please contact NACo for questions about this charge at 202.942.4283 / Fax 202.661.8872

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	AMOUNT OWED
50299	9/25/2008	County Membership Dues 01/01/2009 - 121/31/2009 NACo Membership is a Tremendous Value! Check out NACo's web site at www.naco.org to see the many ways that NACo membership saves your county money, time and resources. Please call the Membership Department at 202/393-NACo (6226) with questions about different member benefits and programs. If you need additional information about your invoice, please contact Ilene Manster, Membership Coordinator, at 202/942-4291 or e-mail imanster@naco.org. INVOICE RECEIVED BY: Ilene on 12/17/08 GOODS/SERVICES RECEIVED BY: NACO on 9-1100-413-30-115-017-0-810	$10,420.00	$10,420.00
			TOTAL	$10,420.00

CURRENT	30-60 DAYS	60-90 DAYS	OVER 90 DAYS	OVER 120 DAYS

PAYMENT FROM

PLEASE RETURN WITH PAYMENT

DATE: 11/17/2008

STATEMENT: 50299

ID: 000048215O

Hidalgo County
100 E. Cano St, 4th Floor
Edinburg, TX 78539-0000

2008 DEC 17 AM 11 12
HIDALGO COUNTY
BUDGET OFFICE

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

PLEASE CHECK METHOD OF PAYMENT.

☐ CHECK ENCLOSED ☐ AMEX

☐ VISA ☐ MASTERCARD ☐ DISCOVER

CARD NO. | | | | | | | | | | | | | | | |

EXP. DATE _____ CARDHOLDER'S SIGNATURE _____

PLEASE INDICATE AMOUNT ENCLOSED OR TO BE CHARGED $

TEXAS Conference of
Urban Counties

HIDA... BUD... ...UNTY ...FFICE 2008 DEC 17 AM 11 12 RECEIVED DEC 15 2008

9-1100-413-30-115-017-0-810

December 5, 2008

Hidalgo County Commissioners Court
Attention: Judge Juan Salinas III
P.O. Box 1356
Edinburg, Texas 78540

INVOICE RECEIVED BY: ... on 12/17/08
GOODS/SERVICES RECEIVED BY: ... on ...
COUNTY JUDGE

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Statement of Annual Dues for Hidalgo County

2007 Est. Population: 710,514

Urban County dues are $3,000 per county plus 2.2 cents per capita, as approved by Urban Counties members on 08/28/2008. The dues formula is the same as the previous year.

2009 Urban Counties Dues: $18,631

Please make checks payable to Texas Conference of Urban Counties and mail to:

Texas Conference of Urban Counties
500 West 13th Street
Austin, Texas 78701

Urban Counties Federal ID #: 74-3019904

Urban Counties Programs & Services

Intergovernmental Relations (IGR) Program

Represents the interests of urban counties in the Texas policymaking process. Among many other priorities, some IGR projects are:

- Promote legislation to improve the delivery of governmental services, make local government more effective, and reduce the overall cost of government;
- Maintain continuous dialogue with state officials regarding proposals to limit county revenue options and modify property taxes;
- Promote action to prevent prison overcrowding and jail backlogs;
- Opposition to unfunded mandates and restrictions on county authority;
- Promotion of fair funding for urban counties — based on population or number of clients, rather than equal funding per county;
- Legislative impact during the 80th Legislative Session: 6,000 bills reviewed; 1,700 tracked and summarized; and over 100 directly impacted;
- The Policy Analysis Project Report – a weekly analysis of legislation, attorney general opinions and state agency rule changes;
- The Urban Counties Clippings Service - daily e-mails containing articles of interest to county officials from state and national newspapers; and
- Urban Counties Newsletters on county issues and state policy developments.

Education Program

Provides urban county officials with continuing education events, including:

- Urban Counties luncheons;
- Biennial Education Conference; and
- Critical Issues Workshops and Executive Roundtables.

TechShare Program

Develops collaborative technology projects and shared technology resources to save counties money. Projects include:

- Court Management System Software, saving ten counties over $16 million in acquisition and implementation costs; and
- Case Management System for Juvenile Probation, saving three counties $8 million in development costs.

TEXAS ASSOCIATION *of* COUNTIES

1210 San Antonio • Austin, TX 78701

P.O. Box 2131 • Austin, TX 78768-2131

Karen Ann Norris, Executive Director

December 16, 2008

RECEIVED

DEC 22 2008

COUNTY JUDGE

Hidalgo County
Honorable Juan D. Salinas, III
P.O. Box 1356
Edinburg, Texas 78540-1356

Dear Judge:

It is again time to renew your County's membership with the Texas Association of Counties for 2009.

Your continued membership entitles each official in your county to receive our services and use the TAC resources. These include:

- Toll-free Legal Hotline at 888-ASK-TAC4 (888-275-8224);
- *County* magazine and the TAC Website at www.county.org;
- Web site hosting and technology assistance through the County Information Resources Agency;
- Leadership development and Best Practices recognition through the TAC Leadership Foundation; and
- To help offset the cost of TAC's continuing education programs that are sanctioned by the International Association of Continuing Education Trainers.

The common thread in these dues-funded services is that they all represent efforts to ***make county government better*** for the citizens and taxpayers of Texas. Since its creation 40 years ago, TAC has been at the forefront of bringing county officials together under one tent to seek collaborative answers to common problems. That overall strategy complies with the organization's overall purpose: "The mission of the Texas Association of Counties is to unite counties to achieve better solutions."

Please continue to call upon our staff for assistance and information. All participation in TAC's self-insurance pools is contingent upon membership in the Association. Your support enables us to represent all Texas counties. Attached is a statement that reflects the amount of your county's dues. Please note that the amount has not changed from prior years.

If you have questions about TAC's services, do not hesitate to contact me at (800) 456-5974. If there are questions about the invoice, please call our comptroller, Terry Wyatt, at the same number.

Sincerely,

Karen Norris

Karen Norris,
Executive Director

Texas Association of Counties
Dues Structure Per County

POPULATION RANGE			ANNUAL DUES COST
0	TO	4,999	$550
5,000	TO	9,999	$685
10,000	TO	14,999	$820
15,000	TO	19,999	$955
20,000	TO	29,999	$1,090
30,000	TO	39,999	$1,225
40,000	TO	49,999	$1,360
50,000	TO	74,999	$1,560
75,000	TO	99,999	$1,765
100,000	TO	AND UP	$2,440 ✓

NOTE:

1. Membership in the Association is open to any Texas county.
2. Cost is based on the above population ranges.
3. Membership entitles counties to receive/use TAC publications, services and resources.
4. In order to participate in a self-insurance pool program, membership is required.

TEXAS ASSOCIATION of COUNTIES
P.O. Box 2131 • Austin, Texas 78768
1210 San Antonio • Austin, Texas 78701
512-478-8753 • 800-456-5974

INVOICE	2009-101
Type	
Date	1/2/2009
Page	1

Bill to:

Hidalgo County
P. O. Box 1356
Edinburg TX 78540-1356

Remit to:

Texas Association of Counties
P. O. Box 2131
Austin, Texas 78768

Description	Ext. Price
2009 ANNUAL TAC DUES	$2,440.00

INVOICE RECEIVED BY: _____ on 12/22/08
GOODS/SERVICES RECEIVED BY: _____ on _____

9-1100-419-00115-023-0-810

Subtotal	$2,440.00
Tax	$0.00
Total	$2,440.00

RECEIVED BY
COUNTY AUDITOR
2009 FEB 2 PM 3 17

L R G V D C

2009 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $37,417.00

Please make check payable to the Lower Rio Grande Valley Development Council and mail to 311 N. 15th Street, McAllen, Texas 78501-4705.

(Return lower portion of this statement with your remittance.)

9-1100-419-00-115-022-0-810

INVOICE RECEIVED BY: on 2/9/09

GOODS/SERVICES RECEIVED BY: on

L R G V D C

HIDALGO COUNTY
BUDGET OFFICE
2009 FEB 9 AM 11 29

2009 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $37,417.00

Please make check payable to the Lower Rio Grande Valley Development Council and mail to 311 N. 15th Street, McAllen, Texas 78501-4705.

(Return this portion of this statement with your remittance.)

AI-13937 **7.B.**

Judicial Section Membership fees - 93rd District Court

CC REGULAR

Date: 02/17/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

93rd District Court:
Requesting approval to pay 2008-2009 Judicial Section State Bar of Texas Dues in the amount of $30.00 for Judge Rudy Delgado, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

93rd District Court Judge

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-002-001-0-810

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

BUDGETARY IMPACT:

Amount available in req#148993 is $30.00 for State Bar of Texas Judicial Section

Attachments

Link: affidavit/invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 10:22 AM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 11:49 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia

Started On: 02/11/2009 10:04 AM

Final Approval Date: 02/13/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, RODOLFO DELGADO, do hereby state that my membership in the JUDICIAL SECTION STATE BAR of TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Rodolfo Delgado

TITLE: 93RD DISTRICT JUDGE

Before me Joel C. ESPINOZA, a Notary Public, appeared Rodulfo DELGADO, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Joel C. Espinoza
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SEAL

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SPA-CA-041

Judicial Section State Bar of Texas
1210 San Antonio, Ste. 800
Austin, TX 78701
512.482.8986 * 512.469.7664 – fax

February 5, 2009

Hon. Rodolfo Delgado
Judge, 93rd District Court
100 N. Closner, 2nd Flr.
Edinburg, TX 78539

RE: Judicial Section Dues, FY 2008-2009

Invoice

QTY	Description	Amount
1	FY 2008-2009 Judicial Section Dues	$30.00

Our records indicate that you have not paid your Judicial Section Dues for Fiscal Year 2008-2009. If you have any questions please feel free to call us at the 512.482.8986.

Please make checks payable to
Judicial Section
1210 San Antonio, Ste. 800
Austin, TX 78701

AI-13961 **7.C.**

Membership dues

CC REGULAR

Date: 02/17/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Maricela C. Salinas
Department: BUDGET & MANAGEMENT

Information

CAPTION

430th District Court:
Requesting approval to pay the 2009 Judicial Section State Bar of Texas membership dues in the amount of $30.00 for Judge Israel Ramon with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Req. #149122

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-010-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition No. 149122; funds available as of 02/13/09.

Attachments

Link: invoice
Link: affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:13 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 02:35 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Angela Garcia			Started On: 02/11/2009 02:46 PM	
Final Approval Date: 02/13/2009				

AI-13961

Judicial Section State Bar of Texas
1210 San Antonio, Ste. 800
Austin, TX 78701
512.482.8986 * 512.469.7664 – fax

February 5, 2009

Hon. Israel Ramon, Jr.
Judge, 430th District Court
100 N. Closner
Edinburg, TX 78539

RE: Judicial Section Dues, FY 2008-2009

Invoice

QTY	Description	Amount
1	FY 2008-2009 Judicial Section Dues	$30.00

Our records indicate that you have not paid your Judicial Section Dues for Fiscal Year 2008-2009. If you have any questions please feel free to call us at the 512.482.8986.

Please make checks payable to
Judicial Section
1210 San Antonio, Ste. 800
Austin, TX 78701

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ISRAEL RAMON, JR., do hereby state that my membership in the STATE BAR OF TEXAS, JUDICIAL SECTION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: February 13, 2009

TITLE: JUDGE, 430TH DISTRICT COURT

Before me 2/13/09, a Notary Public, appeared ISRAEL RAMON JR. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

FIDEL PEREZ III
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-16-2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-13943 **8.B.**

Cell Phone Replacement - Health Dept.

CC REGULAR

Date: 02/17/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for replacement of lost equipment) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Eployee:	Equipment Type:	Equipment Cost:
Health Dept.	Jose Gonzales	IC 502	$69.99
Health Dept.	Mario Sanchez	IC 502	$69.99
Health Dept.	Felipe Diaz	IC 502	$69.99
Health Dept.	Ronnie Ramirez	IC 502	$69.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 5-12-09 $5,651.00

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:32 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/12/2009 02:04 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/11/2009 10:37 AM

Final Approval Date: 02/13/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

Req# 147725

(1) Type of Request:

☐ Phone and service (NEW)
☑ Phone and service (Porting/Existing number: 956-827-9852)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replace Lost phone

(2) Requesting employee/position: Jose Gonzales

Employee ID #: 095923 Office: Health **Budget Acct. #:** 9-1100-441-00-340-001-0-6064

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other:_____

(4) Describe how cell phone will be used: OSSF Inspector office duties

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	10502	$ 109.99

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently when attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Eduardo Olivarez	2/5/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

Req# 147725

(1) Type of Request:

☐ Phone and service (NEW)
☒ Phone and service (Porting/Existing number: 956- 219 - 5069
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replace Lost Phone

(2) Requesting employee/position: Mario Sanchez

Employee ID #: 12 7272 Office: Health **Budget Acct. #:** 9-1100-441-00-340-001-0-664

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: OSSF Inspector Septic duties

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☒ Equipment Cost
Plan Cost	$ ____	$55.00	$55.00	C502	$ 69.99

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently
when attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Eduardo Olivarez	2/5/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM

Req# 147725

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☒ Phone and service (Porting/Existing number: 956- 219-5077
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replace lost phone

(2) Requesting employee/position: Felipe Diaz

Employee ID #: 11532 Office: ~~Health & Human~~ **Budget Acct. #:** 9-1100-441-00-340-0010-664

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: Animal warden On call 24/7

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☒ Equipment Cost
Plan Cost	$____	$55.00	$55.00	IC502	$ 69.99

(6) Will phone be used outside of the County of Hidalgo Yes If yes indicate where and how frequently when attends meeting

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Eduardo Olivarez	2/5/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.

V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

Req # 147725

(1) Type of Request:

☐ Phone and service (NEW)
☒ Phone and service (Porting/Existing number: 956-827-9927)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replace Lost phone

(2) Requesting employee/position: Ronnie Ramirez

Employee ID #: 058998 Office: Health **Budget Acct. #:** 9-1100-441-00-340-001-0-669

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: Animal warden on call 24/7

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☒ Equipment Cost
Plan Cost	$____	$55.00	$55.00	IC502	$69.99

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Eduardo Olivarez	2/5/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13929 **8.C.**

C.I.H.C.P - Access to Chasis Software

CC REGULAR

Date:	02/17/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval to allow Hidalgo County Clinical Services, Inc. access to the Hidalgo County Indigent Health Care Software - Chassis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:48 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/11/2009 11:35 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 02/10/2009 05:00 PM

Final Approval Date: 02/13/2009

AI-13999 **9.A.**

Thomson West Claim

CC REGULAR

Date: 02/17/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Maricela C. Salinas
Department: BUDGET & MANAGEMENT

Information

CAPTION

430th DC:
Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
Thomson West	04/08/2008	92.00

BACKGROUND

This bill is from the prior adminstration.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-010-001-0-640
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 02/12/2008 - $586.11

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/12/2009 11:14 AM	APRV
2	Roland Garcia	Rolando Garcia	02/12/2009 11:37 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia Started On: 02/12/2009 09:22 AM

Final Approval Date: 02/13/2009

430th D.C

Subscription Invoice

BILLING ACCOUNT #	1003539590
SUBSCRIPTION INVOICE #	815800977
INVOICE DATE	04/08/2008
BILLING PERIOD	Mar 09,2008 - Apr 08,2008
PAYMENT DUE DATE	05/08/2008
AMOUNT DUE	**92.00**

Thomson West
P.O. Box 64833
St. Paul, MN 55164-0833

Asterisk (*) indicates Annual/Monthly Charge
For payment instructions and contact information see reverse side

IMPORTANT NEWS
Thank you for your business.
For more information about Thomson West or to shop online visit west.thomson.com.

POSTING DATE / NUMBER FOR PAYMENT REFERENCE		DELIVERY NUMBER	DESCRIPTION	QTY	UNIT PRICE	TAX	TOTAL
03/20	6051001503	668250551	TX RULES OF CIVIL PROCEDURE ANNO 2008 PAMPHLET (COOPER, HENSLEY AND MARSHALL)	1	92.00	0.00	92.00S
					TOTAL		92.00

THANK YOU

RETURN BOTTOM PORTION WITH PAYMENT

SUBSCRIPTION INVOICE	815800977
VENDOR #	41-1426973
ACCOUNT #	1003539590
AMOUNT DUE	92.00
AMOUNT ENCLOSED	_____

West Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

HIDALGO COUNTY
430TH DISTRICT COURT
111 S 9TH AVE
EDINBURG TX 78539-4313

0815800977 00000000000000000000 20080408 ZCMI 000009200 0010 1003539590 7

AI-13940 **10.A.**

Cell Phone Delete Service

CC REGULAR

Date:	02/17/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Info. Tech.	Renan Ramirez	Data Plan	BlackBerry 8830

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Deletion of cell phone service will create lapse funding in object code 532 "Cell Phone" for IT Dept.

Available Balance as of 2-11-09 $31,945.00.

Attachments

Link: Cell Phone Delete Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 10:23 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/11/2009 03:02 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/11/2009 10:11 AM

Final Approval Date: 02/13/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Renan Ramirez / 956-878-0537

Employee ID #:_____ Office: I.T. **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☒ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	Blackberry 8830	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

_____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/11/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13974 **11.A.**

HIDTA Approval of Grants for FY 2009 (fund 1291, program 003, 009, 015)
CC REGULAR

Date:	02/17/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Approval to accept the Award Cooperative Agreement (G09SS0002A) between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy for FY 2009 (grant period 1-1-09 to 12-31-2010) in the amount of $316,125.00, which represents 43% of the funds requested for the budget year 2009. The remainder of funds will be awarded upon the completion of the federal governments' approval of the national budget.

2. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $291,198.00 for fiscal year 2009, fund 1291 program no. 003.

3. Approval of Salary Schedule for the HIDTA Task Force, fund 1291 program no. 003.

4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force for fiscal year 2009, fund 1291 program no. 015, in the amount of $3,655.00 to fund out of county travel and registration fees expenditures.

5. Approval to accept the HIDTA Task Force STX Director's Administrative Support Element grant award for fiscal year 2009 (grant period 1-1-09 to 12-31-2010) in the amount of $21,272.00.

6. Approval of appropriation of funds for the HIDTA Task Force STX Director's Administrative Support Element grant for fiscal year 2009 in the amount of $21,272.00, fund 1291 program no. 009.

7. Approval of Salary Schedule for the HIDTA Task Force STX Director's Administrative Support Element grant, fund 1291 program no. 009.

8. Approval of Salary Schedule for the HIDTA Chapter 59, fund 1251 program no. 011.

BACKGROUND

Consistent with Pub. L. 110-329, The Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 43% of the fiscal year 2009 funding level. Accordingly, the sum of all budgets can not exceed the award amount reflected in Block 10 of the award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below stated budget requirements; however, additional funding can not be made available until enacted through public law.

Note: Budgeted Salaries for FY 2009 will take effect during April 2009, once the FY 2008 funds are exhausted. Change of Status forms will be submited to DBM and Payroll accordingly.

Various positions are being paid from both funds 1291 & 1251.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-412-00-270-003-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $291,198.00 for the HIDTA Task Force FY 2009 grant, fund 1291 program no. 003.

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-412-00-270-009-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $21,272.00 for the FY 2009 HIDTA Task Force STX Director's grant.

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-412-00-270-015-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $3,655.00 for the FY 2009 HIDTA Task Force grant fund 1291, program 015 to fund travel and training expenditures.

Attachments

Link: Grant Correspondence

Link: Award Coop Agreement FY 2009

Link: HIDTA FY 2009 fund 1291 prog. 003 budget

Link: HIDTA fund 1291 program no. 003 Salary Schedule

Link: HIDTA FY 2009 fund 1291 prog. 015 budget

Link: FY 09 HIDTA Salary Schedule fund 1291 prg #003

Link: FY 09 HIDTA Salary Schedule fund 1291 program no. 009

Link: HIDTA STX Grant Budget fund 1291 prg. 009

Link: HIDTA Chap. 59 fund 1251 prog. 011 SS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:34 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/13/2009 02:42 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Nelda Olivarez — Started On: 02/11/2009 04:19 PM

Final Approval Date: 02/13/2009

SOUTHWEST BORDER – SOUTH TEXAS HIDTA
8600 WURZBACH ROAD, SUITE 802
SAN ANTONIO, TEXAS 78240
(210) 692-1532 – TELEPHONE
(210) 692-1891 – FACSIMILE
E-MAIL: STX_DIRECTOR@STX.HIDTA.NET

January 21, 2009

Joe Ortiz
Chair

Randy Hill
Vice-Chair

Tony Garcia
Director

MEMBERS:

Cameron County
District Attorney

Drug Enforcement
Administration

Texas Department of Public
Safety

Federal Bureau of Investigation

Hidalgo County
District Attorney

Immigration and Customs
Enforcement

Internal Revenue Service –
Criminal Investigations

Laredo Police Department

San Antonio
Police Department

Starr County
District Attorney

US Attorney's Office –
Southern District

US Attorney's Office –
Western District

US Border Patrol

US Marshal Service – Southern
District

Del Rio Police Department

Judge Juan Salinas
Hidalgo County Auditor's Office
3100 Closner Foxtrot Building
Edinburg, TX 78539

Dear Judge Salinas:

The South Texas HIDTA is awarding grant funds to Hidalgo County Auditor's Office to support various HIDTA Initiatives. The enclosed grant represents 43% of the funds requested for budget year 2009.The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget. The enclosed grant award and application should be completed and returned to the **South Texas HIDTA Director's Office as soon as possible as not to delay issuance of funds.**

Detailed information is provided in a letter to you from David Murtaugh, Acting Deputy HIDTA Director on the grant award. In his letter he asks that you send the signed Award and Special Conditions to Miami. *However I am asking that you return this paperwork to our office; once received, our office will then forward this information.* This is being done in order to ensure that the South Texas Director's Office has the same documentation as the Miami Assistance Center.

If you have any questions, please contact our office at (210) 692-1532 for assistance.

Sincerely,

Tony Garcia
Director

RECEIVED
JAN 22 2009

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

January 1, 2009

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
Mcallen, TX 78502

Dear Mr. Salinas:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G09SS0002A) has been awarded in the amount of $316,125.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB South Texas High Intensity Drug Trafficking Area (HIDTA) and approved by the Office of National Drug Control Policy (ONDCP).

The original and one copy of the Grant Agreement, including certain Special Conditions, are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy with an original signature to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Jaime Vega at (202) 395-6790.

Sincerely,

David R. Murtaugh
Acting Deputy Director
Office of State, Local and Tribal Affairs

Enclosure

RECEIVED
JAN 22 2009

Executive Office of the President **Office of National Drug Control Policy**	Grant Agreement	
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A	
	5. Grant Period: From 01/01/09 to 12/31/10	
1A. Recipient IRS/Vendor No.: 1746000717A4	6. Date: 01/01/2009	7. Action ☑ Initial ☐ Supplemental
Subrecipient Name and Address	8. Supplement Number	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title McAllen Initiative	10. Amount of This Award:	$316,125.00
	11. Total Award:	$316,125.00

12. Special Conditions (check, if applicable)

☑ The above Grant is approved subject to such conditions or limitations as are set forth on the attached 3 pages.

☑ Consistent with Pub.L. 110-329, the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 43% of the fiscal year 2008 funding level. Accordingly, the sum of all budgets can not exceed the award amount reflected in Block 10 of the award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below stated budget requirements; however, additional funding can not be made available until enacted through public law.

13. Statutory Authority for Grant: Public Law 110-329

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official David R. Murtaugh Acting Deputy Director Office of State, Local and Tribal Affairs	15. Typed Name and Title of Authorized Official Juan Salinas Mr. Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY

18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC4100

Executive Office of the President Office of National Drug Control Policy	Page 1 of 4 Grant Agreement	
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/09 to 12/31/10	
1A. Recipient IRS/Vendor No.: 1746000717A4 Subrecipient Name and Address	6. Date: 01/01/2009 8. Supplement Number	7. Action ☑ Initial ☐ Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
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16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY

18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC4100

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

   - OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" (or, if applicable, OMB Circular A-21 "Cost Principles for Educational Institutions");
   - OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" (or, if applicable, OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations");
   - OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Institutions";
   - "Government-wide Debarment and Suspension (Non procurement)," codified at 21 CFR § 1401 et. seq.;
   - "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 21 CFR § 1401 et. seq.);
   - "New Restrictions on Lobbying" (codified at 18 USC § 1903 and 31 USC § 1352).
   - Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.).
   - Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov

3. During the award period, grantees are required to submit the Federal Financial Reporting (FFR) report to HHS Division of Payment Management. Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated April 2006.

2. This award is subject to the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the "HIDTA Program Policy and Budget Guidance."

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the Department of Health and Human Services Division of Payment Management System (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

   Ms. Janet Fowler
   Division of Payment Management
   Department of Health and Human Services
   11400 Rockville Pike, Suite 700
   Rockville, MD 20852

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes. (21 CFR § 1403.21(h)(2)(i) et. seq.)

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Juan Salinas

Title: Mr.

FY 2009 - SWB - South Texas HIDTA

Budget Detail

All Initiatives
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Southwest Border South Texas

Initial Budget (Approved)	**735,174**

Personnel

Position	# Positions	Subtotal	Personnel
Administrative staff	1.75	66,208	
Analyst - Criminal	0.75	22,500	
Attorney	0.75	52,794	
Director	0.75	49,200	
Financial staff	0.75	35,700	
Investigative - Law Enforcement Officer	6.00	224,550	
Paralegal & support	0.75	26,040	
Total Personnel			476,992

Fringe Benefits

Name/Position	Subtotal	Benefits
Administrative staff	19,830	
Analyst - Criminal	7,448	
Attorney	12,534	
Director	15,352	
Financial staff	9,747	
Investigative - Law Enforcement Officer	75,126	
Paralegal & support	8,027	
Total Fringe Benefits		148,064

Overtime

Position	# Positions	Subtotal	Overtime
Total Overtime			-

Travel

Purpose	# Positions	Subtotal	Travel
Administrative	3.00	2,000	
Investigative/Operational	6.00	1,500	
Training	12.00	6,500	
Total Travel			10,000

Facilities

Description	# Leases	Subtotal	Facilities
Support		5,010	
Utilities		12,000	
Total Facilities			17,010

Services

Description and Quantity	# Services	Subtotal	Total Services

FY 2009 - SWB - South Texas HIDTA

Budget Detail

All Initiatives
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Southwest Border South Texas

Initial Budget (Approved)			**735,174**
Communications - data lines	-	3,720	
Communications - mobile phones & pagers	-	6,000	
Communications - office phones	-	4,000	
Insurance	-	6,500	
Service contracts	-	8,100	
Shipping & postage	-	200	
Training	-	3,000	
Vehicle lease - passenger	-	19,500	
Total Services			51,020

Equipment			
Description	**# Equipment**	**Subtotal**	**Equipment**
Total Equipment			-

Supplies		
Description	**Subtotal**	**Supplies**
Investigative/operational	28,588	
Office	3,500	
Total		32,088

Other		
Description	**Subtotal**	**Other**
Total		-

Total Budget	**735,174**

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

FY 2009 - SWB South Texas HIDTA

Budget Detail

Initiative - Director's Administrative Support Element — Administration
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Hidalgo County District Attorney's Office

Initial Budget (Approved)	49,469

Personnel

Position	# Positions	Subtotal	Personnel
Administrative staff	1.00	38,053	
Total Personnel			38,053

Fringe Benefits

Name/Position	Subtotal	Benefits
Administrative staff	11,416	
Total Fringe Benefits		11,416

Overtime

Position	# Positions	Subtotal	Overtime
Total Overtime			-

Travel

Purpose	# Positions	Subtotal	Travel
Total Travel			-

Facilities

Description	# Leases	Subtotal	Facilities
Total Facilities			-

Services

Description and Quantity	# Services	Subtotal	Total Services
Total Services			-

Equipment

Description	# Equipment	Subtotal	Equipment
Total Equipment			-

Supplies

Description	Subtotal	Supplies
Total		-

Other

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

FY 2009 - SWB South Texas HIDTA

Budget Detail

Initiative - Director's Administrative Support Element — Administration
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Hidalgo County District Attorney's Office

Initial Budget (Approved)	**49,469**

Description	Subtotal	Other
Total		-

Total Budget	**49,469**

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

FY 2009 - SWB South Texas HIDTA

Budget Detail

Initiative - South Texas HIDTA McAllen Initiative
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Hidalgo County District Attorney's Office

Investigation

Initial Budget (Approved)	**685,705**

Personnel

Position	# Positions	Subtotal	Personnel
Administrative staff	0.75	28,155	
Analyst - Criminal	0.75	22,500	
Attorney	0.75	52,794	
Director	0.75	49,200	
Financial staff	0.75	35,700	
Investigative - Law Enforcement Officer	6.00	224,550	
Paralegal & support	0.75	26,040	
Total Personnel			438,939

Fringe Benefits

Name/Position	Subtotal	Benefits
Administrative staff	8,414	
Analyst - Criminal	7,448	
Attorney	12,534	
Director	15,352	
Financial staff	9,747	
Investigative - Law Enforcement Officer	75,126	
Paralegal & support	8,027	
Total Fringe Benefits		136,648

Overtime

Position	# Positions	Subtotal	Overtime
Total Overtime			-

Travel

Purpose	# Positions	Subtotal	Travel
Administrative	3.00	2,000	
Investigative/Operational	6.00	1,500	
Training	12.00	6,500	
Total Travel			10,000

Facilities

Description	# Leases	Subtotal	Facilities
Support		5,010	
Utilities		12,000	
Total Facilities			17,010

Services

Description and Quantity	# Services	Subtotal	Total Services

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

FY 2009 - SWB South Texas HIDTA

Budget Detail

Initiative - South Texas HIDTA McAllen Initiative — Investigation
Award Recipient - Hidalgo County Auditor's Office
Grant/MOA - G09SS0002A
Resource Recipient - Hidalgo County District Attorney's Office

Initial Budget (Approved)			**685,705**
Communications - data lines	-	3,720	
Communications - mobile phones & pagers	-	6,000	
Communications - office phones	-	4,000	
Insurance	-	6,500	
Service contracts	-	8,100	
Shipping & postage	-	200	
Training	-	3,000	
Vehicle lease - passenger	-	19,500	
Total Services			51,020

Equipment

Description	# Equipment	Subtotal	Equipment
Total Equipment			-

Supplies

Description	Subtotal	Supplies
Investigative/operational	28,588	
Office	3,500	
Total		32,088

Other

Description	Subtotal	Other
Total		-

Total Budget	**685,705**

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

DATE: FEBRUARY 11, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNE'

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-9-XXX

REVENUE - 1291-331-00-270-003-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1291-412-00-270-003- 9 - 113	FULL-TIME EMPLOYEES	188,744.00
9-1291-412-00-270-003- 9 - 115	LONGEVITY	2,517.00
9-1291-412-00-270-003- 9 - 211	HEALTH INSURANCE	19,436.00
9-1291-412-00-270-003- 9 - 212	LIFE INSURANCE	100.00
9-1291-412-00-270-003- 9 - 220	SOCIAL SECURITY TAX	14,439.00
9-1291-412-00-270-003- 9 - 230	RETIREMENT	17,025.00
9-1291-412-00-270-003- 9 - 250	UNEMPLOYMENT COMPENSATION INSURANCE	944.00
9-1291-412-00-270-003- 9 - 260	WORKER'S COMPENSATION INSURANCE	5,588.00
9-1291-412-00-270-003- 9 - 342	INFO & CREDIT SERVICE	774.00
9-1291-412-00-270-003- 9 - 411	WATER	516.00
9-1291-412-00-270-003- 9 - 413	SECURITY	90.00
9-1291-412-00-270-003- 9 - 423	CUSTODIAL	2,064.00
9-1291-412-00-270-003- 9 - 434	REPAIRS AND MAINTENANCE SERVICES - VEHICLES	3,482.00
9-1291-412-00-270-003- 9 - 442	RENTAL OF VEHICLES	8,385.00
9-1291-412-00-270-003- 9 - 522	VEHICLE LIABILITY INSURANCE	2,494.00
9-1291-412-00-270-003- 9 - 524	OTHER INSURANCE	301.00
9-1291-412-00-270-003- 9 - 531	TELEPHONE	1,720.00
9-1291-412-00-270-003- 9 - 532	CELLULAR / MOBILE PHONE	2,580.00
9-1291-412-00-270-003- 9 - 534	INTERNET SERVICES	826.00
9-1291-412-00-270-003- 9 - 535	POSTAGE AND EXPRESS MAIL CHARGES	86.00
9-1291-412-00-270-003- 9 - 583	OUT-OF-COUNTY EMPLOYEE TRAVEL-INVESTIGATI'	645.00
9-1291-412-00-270-003- 9 - 601	OFFICE SUPPLIES	1,505.00
9-1291-412-00-270-003- 9 - 622	ELECTRICITY	4,644.00
9-1291-412-00-270-003- 9 - 682	GAS / DIESEL FUEL	12,293.00
	TOTAL APPROPRIATIONS	$291,198.00
9-1291-331-00-270-003- 9 - 000	HIDTA TASK FORCE FY 09 REVENUES	291,198.00
	TOTAL ESTIMATED REVENUES	291,198.00

TO APPROPRIATE 43% of THE HIDALGO COUNTY HIDTA 2009 GRANT NUMBER G09SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: 1/13/09

DEPARTMENT : HIDTA TASK FORCE

ACCOUNT NO.: **1291-412-00-270-003-9-xxx (2009 GRANT #G09SS0002A) / 1251-412-00-270-011-0-xxx (Chapter 59 - Asset Forfeiture Funds)**

Dept. NO. **270** Program: Asset - **2**

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2009 BUDGETED SALARY	FY 2009 WAGES GRANT FUNDS (1291)	FY 2009 WAGES ASSET FUNDS (1251)	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 1291	LONGEVITY PAY ASSET 1251	HEALTH INSURANCE GRANT 4,164.00	HEALTH INSURANCE ASSET 4,164.00	LIFE INSURANCE GRANT 27.00	LIFE INSURANCE ASSET 27.00	FICA GRANT 7.65%	FICA ASSET 7.65%	RETIREMENT GRANT 9.02%	RETIREMENT ASSET 9.02%	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET 0.5000%	WORKER'S COMP. GRANT 4.56%	WORKER'S COMP. ASSET 0.31%	FRINGE BENEFITS GRANT for 2009	FRINGE BENEFITS ASSET for 2009	TOTAL FRINGE For 2009
G0001	43354	Commander	69,600.00	49,200.00	20,400.00	720.00	508.97	211.03	2,943.52	1,220.48	19.09	7.91	3,763.80	1,560.60	4,437.84	1,840.08	246.00	102.00	2,243.52	930.24	14,162.73	5,872.35	20,035.08
G0002	65226	Assistant District Attorney	71,140.00	52,794.00	18,346.00	3,900.00	2,894.25	1,005.75	3,090.16	1,073.84	20.04	6.96	4,038.74	1,403.47	4,762.02	1,654.81	263.97	91.73	163.66	56.87	15,232.84	5,293.44	20,526.27
G0003		Criminal Investigator	0.00		0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
G0004	149098	Criminal Investigator	51,765.00	36,972.00	14,793.00		0.00	0.00	2,974.04	1,189.96	19.28	7.72	2,828.36	1,131.66	3,334.87	1,334.33	184.86	73.97	1,685.92	674.56	11,027.34	4,412.19	15,439.53
G0005	60135	Criminal Investigator	51,765.00	36,972.00	14,793.00		0.00	0.00	2,974.04	1,189.96	19.28	7.72	2,828.36	1,131.66	3,334.87	1,334.33	184.86	73.97	1,685.92	674.56	11,027.34	4,412.19	15,439.53
G0006	153818	Criminal Investigator	51,765.00	37,377.00	14,388.00		0.00	0.00	3,006.62	1,157.38	19.50	7.50	2,859.34	1,100.68	3,371.41	1,297.80	186.89	71.94	1,704.39	656.09	11,148.14	4,291.39	15,439.53
G0007	88994	Criminal Investigator	51,765.00	37,332.00	14,433.00	600.00	432.71	167.29	3,003.00	1,161.00	19.47	7.53	2,855.90	1,104.12	3,367.35	1,301.86	186.66	72.17	1,702.34	658.14	11,567.43	4,472.11	16,039.53
G0008	72192	Assistant Commander	56,000.00	36,972.00	19,028.00		0.00	0.00	2,749.13	1,414.87	17.83	9.17	2,828.36	1,455.64	3,334.87	1,716.33	184.86	95.14	1,685.92	867.68	10,800.97	5,558.83	16,359.80
G0009	70491	Accountant	49,100.00	35,700.00	13,400.00	720.00	523.50	196.50	3,027.59	1,136.41	19.63	7.37	2,731.05	1,025.10	3,220.14	1,208.68	178.50	67.00	110.67	41.54	9,811.09	3,682.59	13,493.68
G0010	89605	Intelligence Research Specialist	32,000.00	22,500.00	9,500.00		0.00	0.00	2,927.81	1,236.19	18.98	8.02	1,721.25	726.75	2,029.50	856.90	112.50	47.50	69.75	29.45	6,879.80	2,904.80	9,784.60
G0011	36625	Administrative Assistant	38,600.00	28,155.00	10,445.00	660.00	481.41	178.59	3,037.24	1,126.76	19.69	7.31	2,153.86	799.04	2,539.58	942.14	140.78	52.23	87.28	32.38	8,459.83	3,138.45	11,598.28
G0012	57347	Legal Assistant	36,000.00	26,040.00	9,960.00	840.00	607.60	232.40	3,011.96	1,152.04	19.53	7.47	1,992.06	761.94	2,348.81	898.39	130.20	49.80	80.72	30.88	8,190.88	3,132.92	11,323.80
G0013	1031	Criminal Investigator	51,765.00	38,925.00	12,840.00	540.00	406.06	133.94	3,131.14	1,032.86	20.30	6.70	2,977.76	982.26	3,511.04	1,158.17	194.63	64.20	1,774.98	585.50	12,015.91	3,963.63	15,979.53
T014	142166	Clerk Typist / Part-Time $9.00 / max 899 hrs yearly	8,095.00	0.00	8,095.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	619.27	0.00	0.00	0.00	40.48	0.00	25.09	0.00	4,875.84	4,875.84
G015	121193	Criminal Investigator	51,765.00	0.00	51,765.00	60.00	0.00	60.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	2,360.48	0.00	15,375.30	15,375.30
G016	037524	Criminal Investigator	51,765.00	0.00	51,765.00	780.00	0.00	780.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	2,360.48	0.00	16,095.30	16,095.30
G017		Criminal Investigator	51,765.00	0.00	51,765.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	2,360.48	0.00	15,315.30	15,315.30
G018		Criminal Investigator	51,765.00	0.00	51,765.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	2,360.48	0.00	15,315.30	15,315.30
G019		Legal Assistant	20,000.00	0.00	20,000.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	1,530.00	0.00	1,756.00	0.00	100.00	0.00	58.00	0.00	7,635.00	7,635.00
G020	94943	Deputy Constable Step II	20,300.00	0.00	19,665.00		0.00	0.00	0.00	4,164.00	0.00	13.50	0.00	1,552.95	0.00	1,782.34	0.00	101.50	0.00	896.72	0.00	8,511.01	8,511.01
																					0.00	0.00	
		TOTAL	**$ 866,720.00**	**$ 438,939.00**	**$ 427,146.00**	**$8,820.00**	**$5,854.49**	**$2,965.51**	**$35,876.28**	**$43,239.72**	**$232.63**	**$266.87**	**$ 33,578.83**	**$ 32,725.25**	**$39,592.30**	**$37,262.01**	**$2,194.70**	**$2,138.90**	**$12,995.09**	**$15,659.65**	##########	**$134,257.93**	**$264,582.23**
					$ 735,174.00																		
		43.00%		188,743.77	316,124.82		2,517.43		19,435.80		100.03		14,438.90		17,024.69		943.72		5,587.89		60,048.45		
		57.00%		250,195.23	419,049.18		3,337.06		20,449.48		132.60		19,139.94		22,567.61		1,250.98		7,407.20		74,284.85		
		100.00%		438,939.00	735,174.00		5,854.49		39,885.28		232.63		33,578.83		39,592.30		2,194.70		12,995.09		134,333.30		

DATE: FEBRUARY 11, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTOF

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-015-8-XXX

REVENUE - 1291-331-00-270-015-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
9-1291-412-00-270-015-	9 - 583	OUT-OF-COUNTY EMPLOYEE TRAVEL-TRAINING	2,795.00
9-1291-412-00-270-015-	9 - 584	REGISTRATION	860.00
		TOTAL APPROPRIATIONS	$3,655.00
9-1291-331-00-270-015-	9- 000	HIDTA FY 09 TRAN & TRAVL REVENUE	3,655.00
		TOTAL ESTIMATED REVENUES	3,655.00

TO APPROPRIATE 43% of THE HIDALGO COUNTY HIDTA 2009 GRANT NUMBER G09SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
COMMISSIONERS' COURT
2009 SALARY SCHEDULE

1291-412-00-270-003-9-XXX-HIDTA TASK FORCE

											Other Allowances				
Slot #	Obj.	Position Title	2008 Budgeted Salary	2009 Adjusted Salary	2009 Base Salary	% Inc.	Amount Increase	Other Increase	2009 Budgeted Salary Approved	2009 Actual Salary	Longevity 115	Interpet 116	Supplem 117	Auto A. 118	Clothing 119
G001	113	COMMANDER	$51,875.00	($3,125.00)	$48,750.00	0	$0.00	$0.00	$49,200.00	$48,750.00	$508.97	$0.00	$0.00	$0.00	$0.00
G002	113	ASST D.A.	$49,385.00	$1,429.00	$50,814.00	0	$0.00	$0.00	$52,794.00	$50,814.00	$2,894.25	$0.00	$0.00	$0.00	$0.00
G003	113	CRIMINAL INVESTIGATOR	$38,400.00	$210.00	$38,610.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	CRIMINAL INVESTIGATOR	$36,800.00	$172.00	$36,972.00	0	$0.00	$0.00	$36,972.00	$36,972.00	$0.00	$0.00	$0.00	$0.00	$0.00
G005	113	CRIMINAL INVESTIGATOR	$36,800.00	$172.00	$36,972.00	0	$0.00	$0.00	$36,972.00	$36,972.00	$0.00	$0.00	$0.00	$0.00	$0.00
G006	113	CRIMINAL INVESTIGATOR	$36,800.00	$172.00	$36,972.00	0	$0.00	$0.00	$37,377.00	$36,972.00	$0.00	$0.00	$0.00	$0.00	$0.00
G007	113	CRIMINAL INVESTIGATOR	$36,800.00	$172.00	$36,972.00	0	$0.00	$0.00	$37,332.00	$36,972.00	$432.71	$0.00	$0.00	$0.00	$0.00
G008	113	ASSISTANT COMMANDER	$36,800.00	$172.00	$36,972.00	0	$0.00	$0.00	$36,972.00	$36,972.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	ACCOUNTANT	$34,850.00	$400.00	$35,250.00	0	$0.00	$0.00	$35,700.00	$35,250.00	$523.50	$0.00	$0.00	$0.00	$0.00
G010	113	INT RESEARCH SPECIALIST	$28,000.00	$2,000.00	$30,000.00	0	$0.00	$0.00	$22,500.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
G011	113	ADMINISTRATIVE ASSISTANT	$33,500.00	($5,750.00)	$27,750.00	0	$0.00	$0.00	$28,155.00	$27,750.00	$481.41	$0.00	$0.00	$0.00	$0.00
G012	113	LEGAL ASSISTANT	$28,000.00	($2,500.00)	$25,500.00	0	$0.00	$0.00	$26,040.00	$25,500.00	$607.60	$0.00	$0.00	$0.00	$0.00
G013	113	CRIMINAL INVESTIGATOR	$0.00	$38,925.00	$38,925.00	0	$0.00	$0.00	$38,925.00	$0.00	$406.06	$0.00	$0.00	$0.00	$0.00
			$448,010.00	($6,476.00)	$441,534.00		$0.00	$0.00	$438,939.00	$402,924.00	$5,854.50	$0.00	$0.00	$0.00	$0.00

Note: Salary Schedule (budgeted salaries) changes for FY 2009 will be effective in April 2009 once the FY 2008 funds are exhausted.
Change of Status forms will be submitted accordingly after the FY 2008 funds are exhausted.
G013 Criminal Investigator is being added budgeted at $38,925.00

2009 Actual Total Compensation
$49,212.00
$52,666.00
$0.00
$36,972.00
$37,186.00
$36,972.00
$37,357.68
$36,972.00
$35,724.00
$30,000.00
$28,181.00
$25,728.00
$0.00
$406,970.68

HIDALGO COUNTY
COMMISSIONERS' COURT
2009 SALARY SCHEDULE

1291-412-00-270-009-9-XXX-HIDTA TASK FORCE STX Director's Element Grant

											Other Allowances				
Slot #	Obj.	Position Title	2008 Budgeted Salary	2009 Adjusted Salary	2009 Base Salary	% Inc.	Amount Increase	Other Increase	2009 Budgeted Salary Approved	2009 Actual Salary	Longevity 115	Interpet 116	Supplem 117	Auto A. 118	Clothing 119
G001	113	ADMINISTRATIVE ASSISTANT	$32,000.00	$0.00	$32,000.00	0.05	$1,600.00	$0.00	$38,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$32,000.00	$0.00	$32,000.00		$1,600.00	$0.00	$38,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approved budgeted salary will take effect in April 2009, once the FY 2008 grant is exhausted. Change of Status forms will be submitted accordingly.

2009 Actual Total Compensation
$0.00
$0.00

DATE: FEBRUARY 11, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-009-9-XXX

REVENUE - 1291-331-10-270-009-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1291-412-00-270-009-	9 - 113	FULL-TIME EMPLOYEES	16,363.00
9-1291-412-00-270-009-	9 - 211	HEALTH INSURANCE	2,050.00
9-1291-412-00-270-009-	9 - 212	LIFE INSURANCE	15.00
9-1291-412-00-270-009-	9 - 220	SOCIAL SECURITY TAX	1,252.00
9-1291-412-00-270-009-	9 - 230	RETIREMENT	1,459.00
9-1291-412-00-270-009-	9 - 250	UNEMPLOYMENT COMPENSATION INSURANCE	82.00
9-1291-412-00-270-009-	9 - 260	WORKER'S COMPENSATION INSURANCE	51.00
		TOTAL APPROPRIATIONS	$21,272.00
9-1291-331-10-270-009-	9 - 000	HIDTA TASK FORCE FY 2009 REVENUES	21,272.00
		TOTAL ESTIMATED REVENUES	21,272.00

TO APPROPRIATE 43% of THE HIDALGO COUNTY HIDTA 2009 GRANT NUMBER G09SS0002A

Consistent with Pub. L. 110-329, the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, This document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of **43%** of the fiscal year 2008 funding level. Accordingly, the sum of all budgets can not exceed the award amount reflected in Block 10 of the award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below stated stated budget requirements: however, additional funding can not be made available until enacted through public law.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
COMMISSIONERS' COURT
2009 SALARY SCHEDULE

1251-412-00-270-011-0-XXX-HIDTA Chapter 59

										Other Allowances					
Slot #	Position Title	2008 Budgeted Salary	2009 Adjusted Salary	2009 Base Salary	% Inc.	Amount Increase	Other Increase	2009 Budgeted Salary Approved	2009 Actual Salary	Longevity 115	Interpet 116	Supplem 117	Auto A. 118	Clothing 119	2009 Actual Total Compensation
G001	COMMANDER	$13,125.00	$7,725.00	$20,850.00	0	$0.00	$0.00	$20,400.00	$20,850.00	$211.03	$0.00	$0.00	$0.00	$0.00	$21,048.00
G002	ASST D.A.	$18,367.00	$1,959.00	$20,326.00	0	$0.00	$0.00	$18,346.00	$20,326.00	$1,005.75	$0.00	$0.00	$0.00	$0.00	$21,354.00
G003	CRIMINAL INVESTIGATOR	$13,086.00	$69.00	$13,155.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	CRIMINAL INVESTIGATOR	$12,496.00	$2,297.00	$14,793.00	0	$0.00	$0.00	$14,793.00	$14,793.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,793.00
G005	CRIMINAL INVESTIGATOR	$12,496.00	$2,297.00	$14,793.00	0	$0.00	$0.00	$14,793.00	$14,793.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,879.00
G006	CRIMINAL INVESTIGATOR	$12,496.00	$2,297.00	$14,793.00	0	$0.00	$0.00	$14,388.00	$14,793.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,793.00
G007	CRIMINAL INVESTIGATOR	$12,496.00	$2,297.00	$14,793.00	0	$0.00	$0.00	$14,433.00	$14,793.00	$167.29	$0.00	$0.00	$0.00	$0.00	$14,947.32
G008	ASSISTANT COMMANDER	$12,496.00	$6,532.00	$19,028.00	0	$0.00	$0.00	$19,028.00	$19,028.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,028.00
G009	ACCOUNTANT	$12,150.00	$1,700.00	$13,850.00	0	$0.00	$0.00	$13,400.00	$13,850.00	$196.50	$0.00	$0.00	$0.00	$0.00	$14,036.00
G010	INT RESEARCH SPECIALIST	$2,000.00	$0.00	$2,000.00	0	$0.00	$0.00	$9,500.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
G011	ADMINISTRATIVE ASSISTANT	$3,500.00	$7,350.00	$10,850.00	0	$0.00	$0.00	$10,445.00	$10,850.00	$178.59	$0.00	$0.00	$0.00	$0.00	$11,019.00
G012	LEGAL ASSISTANT	$6,720.00	$3,780.00	$10,500.00	0	$0.00	$0.00	$9,960.00	$10,500.00	$232.40	$0.00	$0.00	$0.00	$0.00	$11,052.00
G013	CRIMINAL INVESTIGATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$12,840.00	$0.00	$133.94	$0.00	$0.00	$0.00	$0.00	$0.00
T014	CLERK TYPIST	$7,200.00	$895.00	$8,095.00	0	$0.00	$0.00	$8,095.00	$8,091.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,091.00
G015	CRIMINAL INVESTIGATOR	$0.00	$51,765.00	$51,765.00	0	$0.00	$0.00	$51,765.00	$45,885.00	$60.00	$0.00	$0.00	$0.00	$0.00	$46,185.00
G016	CRIMINAL INVESTIGATOR	$0.00	$51,765.00	$51,765.00	0	$0.00	$0.00	$51,765.00	$45,355.00	$780.00	$0.00	$0.00	$0.00	$0.00	$46,075.00
G017	CRIMINAL INVESTIGATOR	$0.00	$51,765.00	$51,765.00	0	$0.00	$0.00	$51,765.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G018	CRIMINAL INVESTIGATOR	$0.00	$51,765.00	$51,765.00	0	$0.00	$0.00	$51,765.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G019	LEGAL ASSISTANT	$0.00	$20,000.00	$20,000.00	0	$0.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G020	DEPUTY CONSTABLE STEP II	$0.00	$20,300.00	$20,300.00	0	$0.00	($635.00)	$19,665.00	$19,665.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,665.00
		$138,628.00	$286,558.00	$425,186.00		$0.00	($635.00)	$427,146.00	$275,572.00	$2,965.50	$0.00	$0.00	$0.00	$0.00	$278,965.32

Approved budgeted salaries will take effect during April 2009, once the HIDTA grant funds for FY 2008 are exhausted.
Change of Status forms will be submitted accordingly.

HIDALGO COUNTY
COMMISSIONERS' COURT
2009 SALARY SCHEDULE

1251-412-00-270-011-0-XXX-HIDTA Chapter 59

										Other Allowances					
Slot #	Position Title	2008 Budgeted Salary	2009 Adjusted Salary	2009 Base Salary	% Inc.	Amount Increase	Other Increase	2009 Budgeted Salary Approved	2009 Actual Salary	Longevity 115	Interpet 116	Supplem 117	Auto A. 118	Clothing 119	2009 Actual Total Compensation

AI-13886 **12.A.**

Construction Contract - City of Alamo

CC REGULAR

Date:	02/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of a Water/Sewer- Street construction contract with United Contracting in the amount of $324,028.00, utilizing Urban County Program funds (FY 2007) in the amount of $117,407.00, and City of Alamo General funds in the amount of $206,621.00.

BACKGROUND

The Urban County Program requested and opened bids on January 28, 2009 at which (9) nine bids were received. The bids were reviewed by Quintanilla, Headley & Associates project engineers, and a recommendation was submitted to the city of Alamo. The City of Alamo met on February 3, 2009 and approved the recommendation to Hidalgo County Commissioner's Court to approve the lowest responsible bidder. The project consists of the installation of sanitary sewer lines and the paving of Lopez and Veronica Ann Subdivision Streets. (See attached letter of recommendation.)

Approved Contract Amount:	$ 324,028.00
UCP Funds Available:	$67,407.00 2007 Water/Sewer Imp.
	$50,000.00 2007 Street Imp.
Total UCP Funds Available:	$117,407.00
City of Alamo General Funds:	$206,621.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County will utilize 2007 Water/Sewer Imp. & Street Imp. funds for this project.

Approved Contract Amount:	$324,028.00
UCP Funds Available:	$67,407.00 (2007 Water/Sewer Imp.)
	$50,000.00 (2007 Street Imp.)
Total UCP Funds Available:	$117,407.00
City of Alamo General Funds:	$206,621.00

Attachments

Link: Alamo construction contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:07 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/13/2009 08:46 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Estella Webber

Started On: 02/09/2009 03:19 PM

Final Approval Date: 02/13/2009

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-Tem

Jesus "Jesse" Vela, Jr.
Commissioner

Victor Perez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

February 5, 2009

Mrs. Lupita V. Garcia
C.D. Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: PFI-Water Sewer Imp. & PFI-Street Imp. Project

Dear Lupita:

At the Regular Meeting of February 3, 2009, the Board of Commissioners voted to recommend the selection of the lowest responsible bid in the amount of $324,028.00 to United Contracting. This is for the installation of sanitary sewer and street paving at Lopez and Veronica Ann Subdivision.

The following is a breakdown of the funding sources:

Urban County Program	$117,407.00
City of Alamo	$206,621.00
Total	$324,028.00

I am asking that this be placed on the agenda of the next County Commissioners' Court. If you have any questions, please let me know.

Sincerely:

Jaime S. Sandoval
CP & D Director

CC: Luciano Ozuna, Jr., City Manager
Enrique Guzman, Finance Director
File

Enclosure

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

Feb 5 2009

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

January 29, 2009

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, Texas 78516

Re: Alamo Water/Sewer & Street Improvements

Dear Mr. Ozuna

Bids for the above mentioned project were received and opened on Wednesday January 28, 2009. Nine (9) Bids were received and are as follows:

Contractor	Grand Total Bid
DM Roth, Inc.	$386,361.00
Jimmy Closner & Sons Construction	$345,805.00
Solis & Chapa Inc.	$411,412.00
Valley Paving	$388,432.50
Saenz Utility Contractors	$381,774.00
Sascon Inc.	$385,795.00
United Contracting	$324,028.00
J.M. Construction	$428,137.00
L&G Concrete Construction, Inc.	$435,390.00

After reviewing the information submitted, we recommend awarding the contract to the lowest responsive bid, United Contracting in the bid amount of $324,028.00.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

CONSTRUCTION CONTRACT

This Agreement, entered into this **17th** day of **February , 2009** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF ALAMO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **UNITED CONTRACTING** (a corporation) of **Mission**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: **City of Alamo**
PROJECT #: **5007-05-0310/0311-5000-0500-UCP-GVG**
PROJECT DESCRIPTION: **"Alamo Water/Sewer & Street Improvements"**

hereinafter called the project, for the sum of **($ 324,028.00) Three Hundred Twenty Four Thousand, Twenty-Eight 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 **Quintanilla, Headley & Associates** 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.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: **United Contracting**

Address: **4616 N. Conway Street .**
Mission, Texas 78573

Fed. I.D. #/S.S. _____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-13913 **12.B.**

Construction contract - Park Imp. (City of Penitas)

CC REGULAR

Date: 02/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program for the City of Peñitas is requesting consideration and action to award and enter into a Construction Contract with Gonzalez Brothers Construction for the Park Improvements at Veterans Memorial Park in the City of Peñitas in the amount of $197,000.00 utilizing UCP Year 17 (2004), Year 20 (2007) and Year 21 (2008) Urban County Program parks, recreational facilities funds.

BACKGROUND

Bid opening was held January 21, 2009 and the lowest bidder meeting all specifications and/or requirements was Gonzalez Brothers Construction. The project involves Park Improvements at Veterans Memorial Park in the City of Peñitas. See attached recommendation by the project engineer. (Project Engineer: Alcocer Garcia Associates Design Consulting (AGADC))

Contractor:	Gonzalez Brothers Construction
Contract Amount:	$197,000.00
Funds Available:	$23,250.48 Year 17(2004) Peñitas Parks, Recreational Facilities funds
	$149,651.00 Year 20(2007) Peñitas Parks, Recreational Facilities funds
	$100,000.00 Year 21(2008) Peñitas Parks, Recreational Facilities funds
TOTAL	$272,901.48

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contractor:	Gonzalez Brothers Construction
Contract Amount:	$197,000.00
Funds Available:	$23,250.48 Year 17 (2004) Penitas Parks, Recreational Facilities
	$149,651.00 Year 20 (2007) Penitas Parks, Recreational Facilites
	$100,000.00 Year 21 (2008) Penitas Parks, Recreational Facilites
Total Funds Available:	$272,901.48

Attachments

Link: construction contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 10:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/13/2009 08:36 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Estella Webber

Started On: 02/10/2009 03:30 PM

Final Approval Date: 02/13/2009

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

January 22, 2009

City of Penitas
c/o Juan Ortiz, City Administrator
P.O. Box 204
Penitas, TX 78576

Re: City of Penitas - Park Improvements
RFB / Project No.: 5007-60-0306-5000-6000UCPML

Dear Mr. Ortiz,

Attached is a copy of the tabulation of bids received by the County for the referenced project. The lowest bid was submitted by Gonzalez Brothers Construction, in the amount of $ 197,000.00.

Attached also is a copy of Gonzalez Brothers resume. We reviewed the projects listed on the resume and contacted Monica Guerra, inspector for Urban Housing at the Urban County Program office. Ms Guerra reported that Urban Housing was very pleased with Gonzalez Brothers performance on the improvements to their units.

Based on the above, and on the company's construction experience, we recommend that the City award the Construction Contract to Gonzalez Brothers Construction, in the amount of the Bid figure of $197,000.00.

Thank you for your consideration of the above. Please let me know if we can provide any further information at this time.

Sincerely,

George A. Garcia
Project Architect

encls

FEB 4 2009

COPY

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
Interim City Administrator Juan Ortiz
City Secretary Dina Garcia

February 04, 2009

Ms. Monica Luna, CDBG Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Luna

With this letter lease be informed that at the City of Peñitas City commission meeting held on Tuesday 2-03-2009 in which the Commission approved the lowest bidder-Gonzalez Brothers Construction as per Architects recommendation for the our proposed parks improvement project #2007-60-0306-5000-6000 UCPML. The city hereby request for this item to be forwarded to the Hidalgo County Commssion for their consideration and approval as soon as possible. If you have any questions or require additional information please let me know.

Sincerely

Juan Ortiz
Interim City Administrator

Feb 4 2009

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail ~ cityofpenitas@hotmail.com

CONSTRUCTION CONTRACT

This Agreement, entered into this **17th** day of **February** 20**09** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of Peñitas** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Gonzalez Brothers Construction** (a corporation) of **Peñitas**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**City of Peñitas – Parks, Recreational Facilities**
PROJECT #:	**5007-60-0306-5000-6000-UCPML**
PROJECT DESCRIPTION:	**"City of Peñitas Park Improvements at Veterans Memorial Park"**

hereinafter called the project, for the sum of (**$ 197,000.00) One Hundred Ninety Seven Thousand 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 **Alcocer Garcia Associates Design Consultants (AGADC)** 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **100.00** 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.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Gonzalez Brothers Construction

Address: 3206 Ozuna Street
Peñitas, Texas 78576

Fed. I.D. #/S.S: 20-3479998

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

City Secretary:

_____

Witness:

_____

City of Peñitas:

_____
Mayor Marcos Ochoa

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-13912 **12.C.**

Home Rehab application cancellation

CC REGULAR

Date:	02/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting approval to cancel Ms. Dalia De Los Santos' application for the rehabilitation of her residence.

2. Requesting approval to cancel bid for the rehabilitation of an existing structure in the Countywide area in the amount of $16,400.00 to CRG Homes, Inc.

BACKGROUND

Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 17, 2008, whereby CRG Homes, Inc. was the lowest bidder for the Dalia de Los Santos project. The Urban County Program – HOME Staff has made numerous attempts by phone, and by certified mail asking Ms. De Los Santos to come in to our office so we could form the loan closing process. The Owner Occupied Housing Rehabilitation Program in house policy requires the loan closing to be performed no later than fifteen (15) days from the bid award date. This project's bid award date was December 30, 2008 (forty - one (41) days past), as of February 9, 2009. A copy of the letter to family is attached.

Fiscal Impact

Attachments

Link: contract signing letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 10:20 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/13/2009 08:38 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Estella Webber — Started On: 02/10/2009 03:24 PM

Final Approval Date: 02/13/2009

URBAN COUNTY PROGRAM

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail ucp@bizrgv.rr.com

January 26, 2009

Dalia De Los Santos
30182 Amanda
Weslaco, TX 78596

RE: Contract Signing

Dear Ms. De Los Santos,

This letter transmits the final request for you to sign contracts. The Owner Occupied Housing Rehabilitation Program in house policy requires the loan closing to be performed no later than fifteen (15) days from the bid award date. This project's bid award date was December 30, 2008 (twenty - seven (27) days past). Due to your inability to come in and sign contracts, you are causing the UCP – HOME Division to be non-compliant with policy. We need to sign contracts as soon as possible. Please note, that if you do not sign contracts by February 6, 2009, then we will cancel your application.

If you have questions or concerns, please contact our office at your earliest convenience to set up the appointment with you and the contractor at (956)-787-8127.

Respectfully Submitted,

Steve de la Garza
Compliance Division Manager

xc: file

AI-13973 **13.A.**

Reappointment of Deputy Constable's as per Local Goverment Code 86.011
CC REGULAR

Date:	02/17/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #4:
Reappointment of Deputy Constables Charles Alan Yoder, Colin Barto Ashburn, and Francisco Guerrero from Local Government Code section 86.012 to 86.011. (Ref: AI 13305 CC 01/13/09)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Link: Texas Local Government Code Section 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:17 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/12/2009 02:03 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Joel Rivera — Started On: 02/11/2009 03:57 PM

Final Approval Date: 02/13/2009

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-14028 **14.A.**

Presentation on ORCA Disaster Recovery Funding

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation on ORCA Disaster Recovery Funding

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 01:21 PM	APRV
2	Roland Garcia	Rolando Garcia	02/13/2009 02:20 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/13/2009 11:55 AM	
Final Approval Date: 02/13/2009				

AI-13962 **14.B.**

Proclamation - Children's Health Insurance Awareness Month

CC REGULAR

Date:	02/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Proclamation - Children's Health Insurance Awareness Month

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Roxanne De La Garza	Started On: 02/11/2009 02:46 PM
Final Approval Date: 02/13/2009	

AI-13984 **14.C.**

Resolution-Medicaid UPL expenditures

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Resolution in support of Legislation to count medicaid UPL expenditures as eligible for State Assistance

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:38 AM	APRV
2	Roland Garcia	Rolando Garcia	02/12/2009 08:30 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/11/2009 05:09 PM	
Final Approval Date: 02/13/2009				

HIDALGO COUNTY COMMISSIONERS COURT RESOLUTION IN SUPPORT OF LEGISLATION TO COUNT MEDICAID UPL EXPENDITURES AS ELIGIBLE FOR STATE ASSISTANCE

WHEREAS, Hidalgo County previously received State assistance for its indigent expenditures in excess of eight percent of its tax levy on the Medicaid program; and

WHEREAS, through its collaboration with local hospitals Hidalgo County now dedicates its tax revenue for indigent expenditures under the Medicaid program; and

WHEREAS, Chapter 61 of the Texas Health and Safety Code does not currently include Medicaid payments as indigent healthcare expenses eligible for State assistance; and

WHEREAS, including Hidalgo County's expenditures for the Medicaid program as eligible for State assistance would enable the County to increase healthcare services to the County's indigent, draw State assistance for the County's expenditures, and avoid a reduction in its rollback tax rate;

NOW THEREFORE, BE IT RESOLVED BY THE HIDALGO COUNTY COMMISSIONERS COURT, that it endorse and fully support a State bill to include County funding used for the indigent population through the Medicaid program as indigent care expenditures eligible for State assistance under Chapter 61 of the Texas Health and Safety Code; and

BE IT FURTHER RESOLVED, that this resolution be delivered to Senator Eddie Lucio, Senator Juan Hinojosa, and such other state officials that the Hidalgo County Commissioners Court may deem appropriate as an official communication from the Hidalgo County Commissioners Court.

Adopted on February __, 2009 by a vote of: _____.

_____
Sylvia Handy, Commissioner, Precinct 1

_____
Hector ("Tito") Palacios, Commissioner, Precinct 2

_____
Joe Flores, Commissioner, Precinct 3

_____
Oscar Garza, Jr., Commissioner, Precinct 4

_____
J.D. Salinas, Hidalgo County Judge

75448

AI-13983 **14.D.**

Resolution - City of Weslaco

CC REGULAR

Date:	02/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Resolution of support for the City of Weslaco's Family Residential Immigration Facility

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:36 AM	APRV
2	Roland Garcia	Rolando Garcia	02/12/2009 08:24 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 02/11/2009 05:08 PM

Final Approval Date: 02/13/2009

AI-14035 **14.E.**

Rail Bridge Presentation

CC REGULAR

Date:	02/17/2009
Submitted By:	Erika Reyna, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action relating to the proposed Rail Bridge Project in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 02:28 PM	APRV
2	Roland Garcia	Rolando Garcia	02/13/2009 02:54 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Erika Reyna — Started On: 02/13/2009 02:13 PM

Final Approval Date: 02/13/2009

AI-13951 **15.A.**

Data Card Request

CC REGULAR

Date: 02/17/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: WIC

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:	Equipment Cost:
WIC	Norma Longoria	Data Plan	Ovation U727	$99.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-531
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 2/11/2009 - $1,952.76 PENDING CARRY OVER

Attachments

Link: REQUEST FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:34 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/11/2009 04:04 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/11/2009 11:50 AM

Final Approval Date: 02/13/2009

(1) Type of Request

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Data Card

(2) Requesting employee/position Norma Longoria - WIC. Director

Employee ID # _____ Office WIC. Budget Acct. # 9-1292-441-00-350

(3) Type of duties

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other _____

(4) Describe how cell phone will be used _____

(5) Anticipated usage in minutes per month (check only one)

Sprint	☐ Other	☐ BE 1000	☒ Data Plan	☒ Equipment Type	☒ Equipment Cost
Plan Cost	$____	$55.00	$55.00	ovation U727	$99.99

(6) Will phone be used outside of the County of Hidalgo Yes If yes indicate where and how frequently Once or twice a month to Austin & out of State conferences.

(7) Cell phones come with desktop charger. Additional accessories needed

Car charger _____ Carrying case _____ Extra battery _____ Other _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official

Norma L Longoria	Norma L. Longoria	2/11/09
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page

AI-13809 **16.A.**

Sheriff's Federal Sharing - U.S. Department of Justice

CC REGULAR

Date:	02/17/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate the December 31, 2008 Fund Balance (unreserved) in the amount of $217,804.88 in the Sheriff's Federal Sharing - U.S. Department of Justice Fund 1229 for the year 2009.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1229-421-00-280-007-0

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

BUDGETARY IMPACT:

2009 available fund balance was pending 2008 fund balance carry over procedures.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/04/2009 03:38 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 03:48 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 11:24 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 02/04/2009 11:48 AM

Final Approval Date: 02/13/2009

DATE: February 2, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Departmen
ACCOUNT NUMBER: 9-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
9-1229-421-00-280-007-0-532	Cellular Phone
9-1229-421-00-280-007-0-550	Printing & Binding
9-1229-421-00-280-007-0-583	Out of County Employee Trave
9-1229-421-00-280-007-0-584	Registration Fees
9-1229-421-00-280-007-0-664	Other Minor Equipment
9-1229-421-00-280-007-0-745	Computer Equipment
9-1229-421-00-280-007-0-747	Software
9-1229-421-00-280-007-0-748	Other Equipment

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate the December 31, 2008 fund balance (unreserved) in the Sh U.S. Department of Justice Fund for the year 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ıt of Justice

lance with Local Government

-

AMOUNT
45,000.00
2,000.00
10,000.00
3,000.00
5,000.00
7,000.00
7,000.00
138,804.88

$	217,804.88

eriff's Federal Sharing

ATTEST COUNTY CLERK

AI-13862 **16.B.**

MEMBERSHIP DUES-FBINNA

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval to renew 2009 membership dues and payment for the membership dues for Chief Deputy Anacleto Martinez to the FBI National Academy Associates in the amount of $90.00

BACKGROUND

FBI National Academy Associates, Inc. is a non-profit international organization of senior law enforcement professionals dedicated to providing our communities and profession with the highest degree of law enforcement expertise, training, education and information.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/05/2009 02:30 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 02:56 PM	APRV
3	Rey Salazar	Rey Salazar	02/05/2009 04:41 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Monica Hinojosa — Started On: 02/05/2009 02:26 PM

Final Approval Date: 02/13/2009

AI-13853 **16.C.**

Membership Dues-ILEETA

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval for the payment of the 2009 membership dues for Sgt. Victor Valdez, Sgt. Paul Garza, Sr. Deputy Tom Wilemon, Sr. Deputy Jesse Brown and Sr. Deputy Antonio Zarzoza to the International Law Enforcement Educators and Trainers Association.

BACKGROUND

ILEETA is a professional membership based organization that is dedicated to servnig the professional needs of its members. This is done by publishing a quarterly periodical, presenting an annual international training conference and expo.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

$5000 available balance as of 02/05/09

Attachments

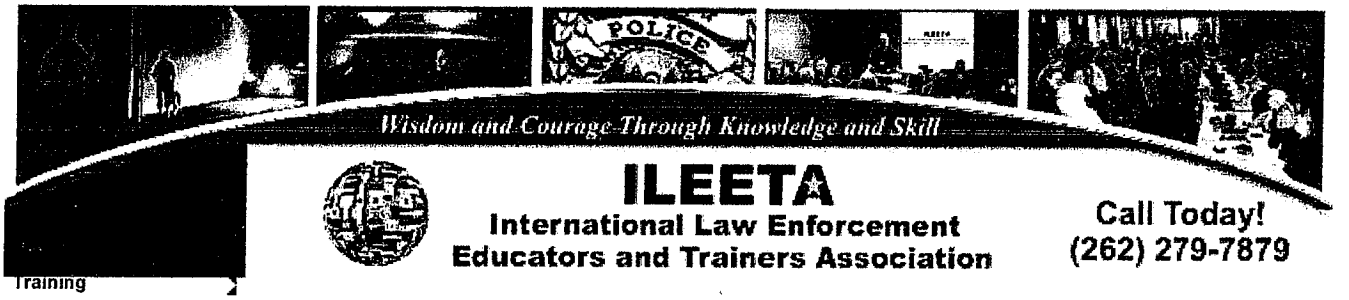
Link: ILEETA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/05/2009 02:30 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 02:55 PM	APRV
3	Rey Salazar	Rey Salazar	02/05/2009 03:58 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Monica Hinojosa — Started On: 02/05/2009 12:06 PM

Final Approval Date: 02/13/2009



ILEETA

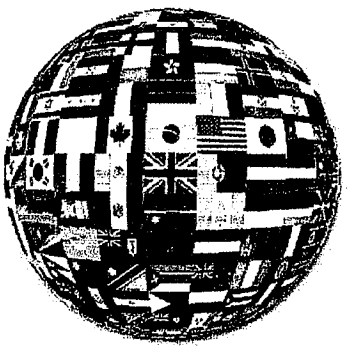
International Law Enforcement Educators and Trainers Association

Call Today!
(262) 279-7879

Training
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Trinity of Dedication



Mission Statement



As an organization, ILEETA is committed to the reduction of law enforcement risk through the enhancement of training for criminal justice practitioners.

As ILEETA members, we are fully committed to the saving of lives through the development and delivery of high quality training.

As training and education professionals, we are committed to the safety and security of our fellow citizens, and the furtherance of understanding between society and the criminal justice professions.

TOP

Home | Join | Store | Mission Statement | Conference | Member Benefits ||Insurance Program | Periodicals | Scholarship Fund
News Releases | FAQ | Member Gateway | Sponsors | Benefactors | Executive Director | Advisory Board | Training Calendar | Links

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *VICTOR VALDEZ*, do hereby state that my membership in the *INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Victor Valdez

TITLE: SERGEANT

Before me MONICA J. HINOJOSA, a Notary Public, appeared VICTOR VALDEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC
MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

Monica J. Hinojosa
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ILEETA

International Law Enforcement Educators and Trainers Association

MEMBERSHIP APPLICATION

NOTE: New applicants – You must prove that you are an instructor. **PLEASE include copies of instructor certifications.** If you can't, you still need to show proof that you are an instructor, trainer or educator of criminal justice personnel. If we have any questions, we will verify your credentials.

Please CLEARLY print.
It's not what you see, it's what we see that's important, so it is imperative that we be able to read your printing. PLEASE.

Name VALDEZ (LAST) VICTOR (FIRST) (MI) Rank/Title Sergeant

Name as Desired on Certificate and Membership Card VICTOR VALDEZ

Agency HIDALGO COUNTY SHERIFFS OFFICE

Agency Street Address 715 EL CIBOLO RD.
I

City EDINBURG State TX Zip 78541

Country (if other than US)

Agency Phone 956-381-7979 Agency Fax 956-381-7997

Agency E-Mail Victor.valdez@hidalgoso.org Agency Web Site www.hidalgoso.org

Home Street Address 413 N. 6th

City Donna State TX Zip 78537

Country (if other than US)

Home Phone 956-464-5325 Home Fax —

Home E-Mail — Personal Web Site —

SEND CORRESPONDENCE TO MY (CIRCLE ONE) (HOME) **AGENCY**

As the above person's supervisor, I certify that he / she is assigned to education or training duties, either full or part time, within the criminal justice system.

Name Armando Campos Rank/Title Captain Signature Campos

ILEETA sponsor (if any) Sponsor's ILEETA Number

PAYMENT INFORMATION

ILEETA MEMBERSHIP DUES (FOR 12 FULL MONTHS) ARE $50 ANNUALLY ($55 OUTSIDE US)

RENEWAL DUES ARE $45 ($50 OUTSIDE US)

Method (circle one): Check/Money Order Enclosed Credit Card

M/C or VISA Number Expiration Date (mm/yyyy)

Name as it appears on card Signature

QUESTIONS? CALL ILEETA HQ. AT 262.279.7879 OR FAX INQUIRIES TO 262.279.5758 E-MAIL AT INFO@ILEETA.ORG

PLEASE SEND COMPLETED FORM TO: ILEETA, P.O. BOX 1003, TWIN LAKES, WI USA 53181-1003

REV 12/19/2007SA

ILEETA

International Law Enforcement Educators and Trainers Association

MEMBERSHIP APPLICATION

NOTE: New applicants – You must prove that you are an instructor. **PLEASE include copies of instructor certifications**. If you can't, you still need to show proof that you are an instructor, trainer or educator of criminal justice personnel. If we have any questions, we will verify your credentials.

Please CLEARLY print.
It's not what you see, it's what we see that's important, so it is imperative that we be able to read your printing. PLEASE.

Name Garza (LAST) Pablo (FIRST) (MI) Rank/Title Sergeant

Name as Desired on Certificate and Membership Card Pablo Garza

Agency Hidalgo County Sheriff's Office

Agency Street Address 715 E. Cibolo Rd.

City Edinburg State Tx Zip 78541

Country (if other than US)

Agency Phone (956) 381-7979 Agency Fax (956) 381-7997

Agency E-Mail Paul.Garza@hidalgoso.org Agency Web Site www.hidalgoso.org

Home Street Address 801 Pacific Avenue

City Edinburg State Tx Zip 78539

Country (if other than US)

Home Phone (956) 287-7911 Home Fax —

Home E-Mail — Personal Web Site —

SEND CORRESPONDENCE TO MY (CIRCLE ONE) (HOME) **AGENCY**

As the above person's supervisor, I certify that he / she is assigned to education or training duties, either full or part time, within the criminal justice system.

Name Armando Campos Rank/Title Captain Signature Campos

ILEETA sponsor (if any) Sponsor's ILEETA Number

PAYMENT INFORMATION

ILEETA MEMBERSHIP DUES (FOR 12 FULL MONTHS) ARE $50 ANNUALLY ($55 OUTSIDE US)

RENEWAL DUES ARE $45 ($50 OUTSIDE US)

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QUESTIONS? CALL ILEETA HQ. AT 262.279.7879 OR FAX INQUIRIES TO 262.279.5758 E-MAIL AT INFO@ILEETA.ORG

PLEASE SEND COMPLETED FORM TO: ILEETA, P.O. BOX 1003, TWIN LAKES, WI USA 53181-1003

REV 12/19/2007SA

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *PABLO GARZA*, do hereby state that my membership in the *INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SERGEANT

Before me MONICA J. HINOJOSA, a Notary Public, appeared PABLO GARZA and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ILEETA

International Law Enforcement Educators and Trainers Association

MEMBERSHIP APPLICATION

NOTE: New applicants – You must prove that you are an instructor. **PLEASE include copies of instructor certifications.** If you can't, you still need to show proof that you are an instructor, trainer or educator of criminal justice personnel. If we have any questions, we will verify your credentials.

Please CLEARLY print.
It's not what you see, it's what we see that's important, so it is imperative that we be able to read your printing. PLEASE.

Name WILEMON (LAST) Tom (FIRST) F (MI) Rank/Title SENIOR DEPUTY

Name as Desired on Certificate and Membership Card TOM F. WILEMON

Agency HIDALGO COUNTY SHERIFF'S OFFICE

Agency Street Address 711 EL CIBOLO RD.

City EDINBURG State TEXAS Zip 78542

Country (if other than US)

Agency Phone 956-381-7979 Agency Fax 956-381-7997

Agency E-Mail Tom.WILEMON Agency Web Site @ hidalgoso.org

Home Street Address 6504 N. 17th

City MCALLEN State TEXAS Zip 78504

Country (if other than US)

Home Phone 956-686-2808 Home Fax NONE

Home E-Mail twilemon Personal Web Site @ rgv.rr.com

SEND CORRESPONDENCE TO MY (CIRCLE ONE) (HOME) **AGENCY**

As the above person's supervisor, I certify that he / she is assigned to education or training duties, either full or part time, within the criminal justice system.

Name Armando Campos Rank/Title Captain Signature Campos

ILEETA sponsor (if any) Sponsor's ILEETA Number

PAYMENT INFORMATION

ILEETA MEMBERSHIP DUES (FOR 12 FULL MONTHS) ARE $50 ANNUALLY ($55 OUTSIDE US)

RENEWAL DUES ARE $45 ($50 OUTSIDE US)

Method (circle one): Check/Money Order Enclosed Credit Card

M/C or VISA Number Expiration Date (mm/yyyy)

Name as it appears on card Signature

QUESTIONS? CALL ILEETA HQ. AT 262.279.7879 OR FAX INQUIRIES TO 262.279.5758 E-MAIL AT INFO@ILEETA.ORG

PLEASE SEND COMPLETED FORM TO: ILEETA, P.O. BOX 1003, TWIN LAKES, WI USA 53181-1003

REV 12/19/2007SA

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *TOM F WILEMON*, do hereby state that my membership in the *INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SENIOR DEPUTY

Before me MONICA J. HINOJOSA, a Notary Public, appeared TOM F WILEMON and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ILEETA

International Law Enforcement Educators and Trainers Association

MEMBERSHIP APPLICATION

NOTE: New applicants – You must prove that you are an instructor. **PLEASE include copies of instructor certifications**. If you can't, you still need to show proof that you are an instructor, trainer or educator of criminal justice personnel. If we have any questions, we will verify your credentials.

Please CLEARLY print.
It's not what you see, it's what we see that's important, so it is imperative that we be able to read your printing. PLEASE.

Name Brown (LAST) Jesse (FIRST) J (MI) Rank/Title Rangemaster

Name as Desired on Certificate and Membership Card _____

Agency Hidalgo County Sheriff's Office

Agency Street Address 711 East El Cibolo

City Edinburg State Texas Zip 78542

Country (if other than US) _____

Agency Phone 956-383-8114 Agency Fax 956-381-7997

Agency E-Mail _____ Agency Web Site _____

Home Street Address 500 Date palm

City McAllen State Texas Zip 78501

Country (if other than US) _____

Home Phone 956-279-2522 Home Fax N/A

Home E-Mail _____ Personal Web Site _____

SEND CORRESPONDENCE TO MY (CIRCLE ONE) (HOME) **AGENCY**

As the above person's supervisor, I certify that he / she is assigned to education or training duties, either full or part time, within the criminal justice system.

Name Armando Campos Rank/Title Captain Signature Campos

ILEETA sponsor (if any) _____ Sponsor's ILEETA Number _____

PAYMENT INFORMATION

ILEETA MEMBERSHIP DUES (FOR 12 FULL MONTHS) ARE $50 ANNUALLY ($55 OUTSIDE US)

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Method (circle one): Check/Money Order Enclosed Credit Card

M/C or VISA Number _____ Expiration Date (mm/yyyy) _____

Name as it appears on card _____ Signature _____

QUESTIONS? CALL ILEETA HQ. AT 262.279.7879 OR FAX INQUIRIES TO 262.279.5758 E-MAIL AT INFO@ILEETA.ORG

PLEASE SEND COMPLETED FORM TO: ILEETA, P.O. BOX 1003, TWIN LAKES, WI USA 53181-1003

REV 12/19/2007SA

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JESSE J BROWN*, do hereby state that my membership in the *INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

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4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: RANGEMASTER

Before me MONICA J. HINOJOSA, a Notary Public, appeared JESSE J BROWN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ILEETA

International Law Enforcement Educators and Trainers Association

MEMBERSHIP APPLICATION

NOTE: New applicants – You must prove that you are an instructor. **PLEASE include copies of instructor certifications.** If you can't, you still need to show proof that you are an instructor, trainer or educator of criminal justice personnel. If we have any questions, we will verify your credentials.

Please CLEARLY print.
It's not what you see, it's what we see that's important, so it is imperative that we be able to read your printing. PLEASE.

Name Zarzoza (LAST) Antonio (FIRST) J. (MI) Rank/Title Sr. Deputy Sheriff/Instructor

Name as Desired on Certificate and Membership Card Antonio Zarzoza

Agency Hidalgo County Sheriff's Office

Agency Street Address 715 El Cibolo Rd.

City Edinburg State TX Zip 78541

Country (if other than US) —

Agency Phone 956-381-7979 Agency Fax 956-381-7997

Agency E-Mail antonio.zarzoza@hidalgoso.org Agency Web Site www.hidalgoso.org

Home Street Address 3309 Salinas St.

City Edinburg State TX Zip 78541

Country (if other than US) —

Home Phone 956-569-7868 Home Fax ~~956~~

Home E-Mail training@sdstactical.com Personal Web Site www.sdstactical.com

SEND CORRESPONDENCE TO MY (CIRCLE ONE) (HOME) **AGENCY**

As the above person's supervisor, I certify that he / she is assigned to education or training duties, either full or part time, within the criminal justice system.

Name Armando Campos Rank/Title Captain Signature Campos

ILEETA sponsor (if any) _____ Sponsor's ILEETA Number _____

PAYMENT INFORMATION

ILEETA MEMBERSHIP DUES (FOR 12 FULL MONTHS) ARE $50 ANNUALLY ($55 OUTSIDE US)

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Name as it appears on card _____ Signature _____

QUESTIONS? CALL ILEETA HQ. AT 262.279.7879 OR FAX INQUIRIES TO 262.279.5758 E-MAIL AT INFO@ILEETA.ORG

PLEASE SEND COMPLETED FORM TO: ILEETA, P.O. BOX 1003, TWIN LAKES, WI USA 53181-1003

REV 12/19/2007SA

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANTONIO J. ZARZOZA*, do hereby state that my membership in the *INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

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3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SENIOR DEPUTY

Before me MONICA J. HINOJOSA, a Notary Public, appeared ANTONIO J ZARZOZA and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-13813 **16.D.**

Sheriff's Federal Sharing - US Department of Treasury Fund 1228

CC REGULAR

Date:	02/17/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate the December 31, 2008 Fund Balance (unreserved) in the amount
of $210,766.63 in the Sheriff's Federal Sharing - U.S. Department of Treasury Fund 1228 for the year 2009.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1228-421-00-280-006-0

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

BUDGETARY IMPACT:

2009 available fund balance was pending 2008 fund balance carry over procedures.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/04/2009 03:38 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 03:53 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 11:27 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Rosie Hinojosa Started On: 02/04/2009 12:10 PM

Final Approval Date: 02/13/2009

DATE: February 2, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of
ACCOUNT NUMBER: 9-1228-421-00-280-006-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordar
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	
9-1228-421-00-280-006-0-532	Cellular Phone	
9-1228-421-00-280-006-0-664	Other Minor Equipment	
9-1228-421-00-280-006-0-741	Vehicles	
9-1228-421-00-280-006-0-747	Software	
9-1228-421-00-280-006-0-748	Other Equipment	

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate the December 31, 2008 fund balance (unreserved) in the Sherif
U.S. Department of Treasury Fund for the year 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

f Treasury

nce with Local Government

AMOUNT
5,000.00
15,000.00
45,000.00
15,000.00
130,766.63

$	210,766.63

f's Federal Sharing

ATTEST COUNTY CLERK

AI-13812 **16.E.**

Sheriff's Investigation Fund 1227 - HB 65

CC REGULAR

Date:	02/17/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate $5,000.00 from the December 31, 2008 Fund Balance (unreserved) in the Sheriff's Investigation Fund 1227 - HB 65 for the year 2009.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1227-421-00-280-005-0

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

BUDGETARY IMPACT:

2009 available fund balance was pending 2008 fund balance carry over procedures.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/04/2009 03:38 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 03:49 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 11:26 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 02/04/2009 12:02 PM

Final Approval Date: 02/13/2009

DATE: February 2, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Investigation Fund 1227-HB 65
ACCOUNT NUMBER: 9-1227-421-00-280-005-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME
9-1227-421-00-280-005-0-350		Contractual Services

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate $5,000.00 of the December 31, 2008 Fund Balance (unreserv
Investigation Fund 1227-HB65 for the year 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

lance with Local Government

AMOUNT
5,000.00

$5,000.00

ed) in the Sheriff's

ATTEST COUNTY CLERK

AI-13911 **16.F.**

Captain Rudy Espinoza--Return of Canine Donation

CC REGULAR

Date:	02/17/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Discussion, consideration, and approval to return a donation of one (1) German Shepherd assigned under the Hidalgo County Sheriff's Office Canine Program.

BACKGROUND

On July 05, 2005, the Hidalgo County Commissioners' Court approved the acceptance of the donation of a canine from Martin Segura, to be utilized in the Sheriff's Office canine program. (Item No. 20 J2.)

Our office is seeking to retiring the canine, thus we would recommend that the dog be returned to Mr. Segura.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No funding necessary

Attachments

Link: canine.donation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/11/2009 04:22 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 07:33 AM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 11:32 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Emilia Uriegas — Started On: 02/10/2009 02:42 PM

Final Approval Date: 02/13/2009

Guadalupe "Lupe" Treviño
711 El Cibolo Road
Edinburg, Texas 78539
Hidalgo County Sheriff

Re: Donation to Hidalgo County Sheriff's Canine Program

Dear Sheriff Treviño,

My name is Martin Segura and I wish to donate a trained Police Canine to the Hidalgo County Sheriff's Office Canine Program. The Canine is a 5 year old German shepherd, named "Ayron". He was trained as a military working dog and served his country well fulfilling his military duty with great success. He was acquired from the 341st Training Squadron, Lackland Air force base in San Antonio, Texas. Canine "Ayron" is trained and certified for patrol duty, but with the proper training, he can be trained for narcotics detection within the Sheriff's office Canine Program. I know that he will be used by the Sheriff's Office to track and apprehend criminals, find hidden drugs, as well as finding lost children or the elderly. I know with your continued support of the Canine Program, "Ayron" will be an effective tool for Criminal Enforcement, allowing the Sheriff's Office to better serve the citizens of Hidalgo County, and to better the relationship of the community and the Sheriff's Office. The only request that I have, is that I be given opportunity to adopt "Ayron", when his service to the citizens of Hidalgo is complete and he is ready to be retired. If you have any question please feel free to contact me at the listed phone numbers; home (956) 386 1631 or cell (956) 648-4604.

Respectfully, 5/18/05

Martin Segura

COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT (LEA)

STATE OF: TEXAS
COUNTY OF: HIDALGO

Know all by these present that the **DEPUTY MANNY SEGURA – SHERIFF DEPARTMENT, EDINBURG, TEXAS** hereafter referred to as ("RECIPIENT") The following described military working dog, thereafter referred to as ("MWD") to wit: **HARRY/ARON (B368) a Male German Shepherd: HARRY/ARON = WHELPED: SEPTEMBER 1998:**
DOGS ARE DE-CERTIFIED AND ELIMINATED FROM DEPARTMENT OF DEFENSE MILITARY WORKING DOG PROGRAM.

Recipient, in consideration of the transfer of above referenced MWD(s), the receipt of which is hereby acknowledged, does hereby covenant and agree with the Donna Police Department and the executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the Donna Police Department, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both or wrongful death, which may be caused directly or indirectly by the above described MWD, however and whenever the same may be caused.

And in further consideration of the transfer of said MWD, recipient hereby agrees to indemnity the Donna Police Department and any and all services be employed by the Donna Police Department, through its agents and representatives, that Recipient, or his heirs, assigns, executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the Donna Police Department, or any employee or servant thereof for or by reason of any damage, loss, or injury either to person or property or both, which may be caused directly or indirectly by the above described dog, however and whenever the same may be caused.

And in further consideration of the transfer said dog, Recipient hereby agrees to indemnity and waive any and all future action, both at law and equity, the Donna Police Department, and any and all servants or employees thereof, against any and all claims for injury or damages, compensation or otherwise, which may arise at anytime whatsoever, and which are attributable directly or indirectly to the above described dogs(s), or to any training given the above described dog(s) by the Donna Police Department, and to reimburse or make good any loss or damages or cost the Donna Police Department, or any servants or employees thereof may have to pay if litigation arises on account of any claims made by Recipient, its successors, or assigns, or by any other party, whatsoever, who may institute any type of claim against the Donna Police Department, or against any servant or employee thereof.

Recipient further makes the promise that the dog(s) will not be used for any illegal purpose, all in consideration of the transfer of the above described dog(s) to Recipient by the Donna Police Department, through its agents or representatives' receipt of which is hereby acknowledged. In making this agreement, the Recipient acknowledges that the above-mentioned dog(s) **HAS** received Aggressiveness (Patrol) training, and having such knowledge, said owner, as a condition of being the recipient of the dog, thus freely and voluntarily accepts all risks and consequences of the future conduct and acts of the dog(s).

DEPUTY, MANNY SEGURA
SHERIFF'S OFFICE
P.O. BOX 1228
EDINBURG, TEXAS 78539
956-383-8114

DONNA POLICE DEPARTMENT
CHIEF OF POLICE

RUBEN DELEON
MY COMMISSION EXPIRES
April 6, 2006

STATE OF Texas

BEFORE ME Martin Segura A NOTARY PUBLIC, ON THIS DATE, PERSONALLY APPEARED ABOVE LISTED BUYER KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED ON 6 DAY OF October, 2004.

AI-13899 **17.A.**

Additional Right of Way - Citriana Village Subdivision Drainage Project
CC REGULAR

Date: 02/17/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and acquisition of additional right of way for Citriana Village Subdivision Drainage Project - 1/4 mile west of Cesar Chavez Road to FM 495 Drain.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-154-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

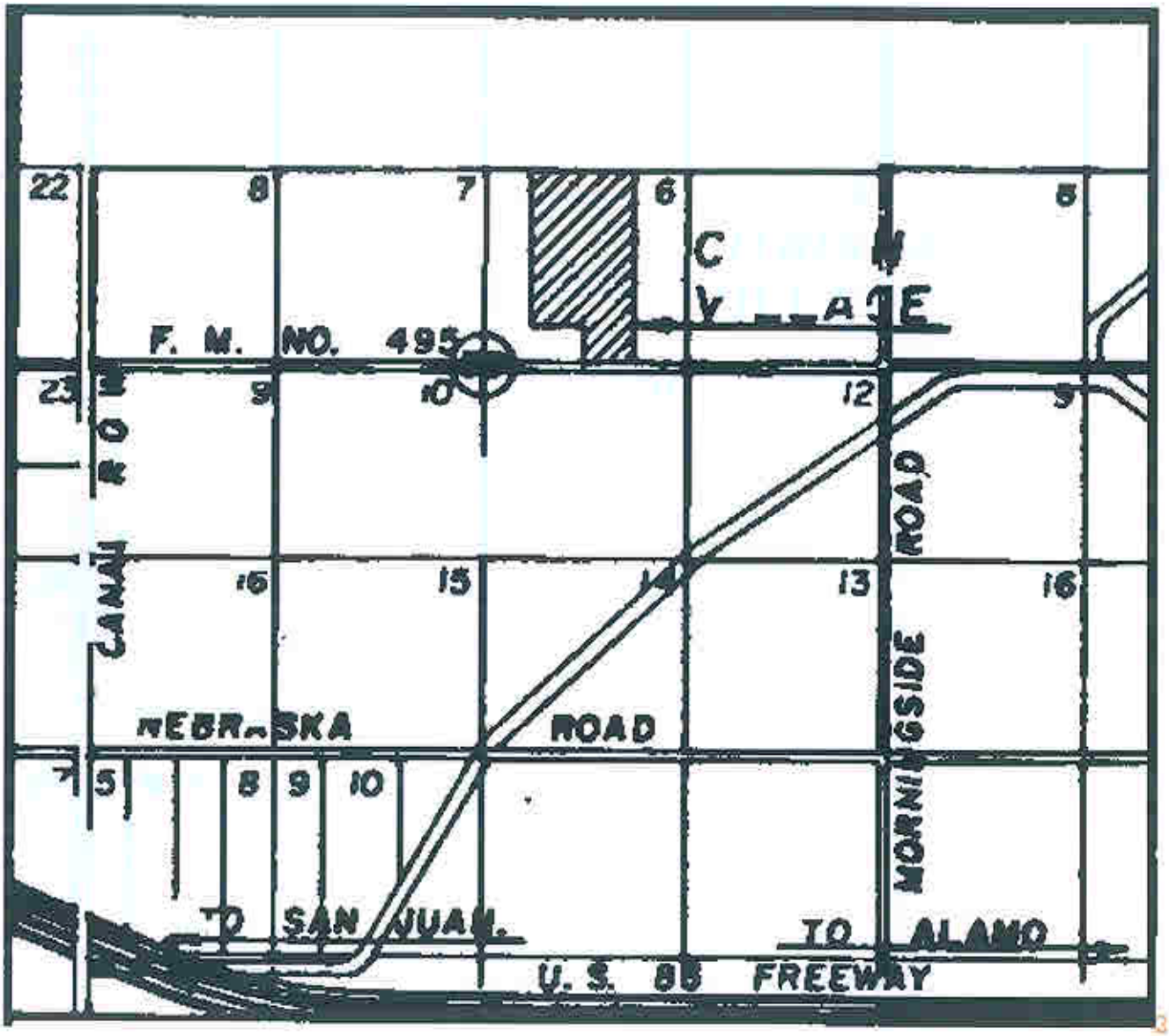
Available balance at 2008 year end is $165,795.00. Funding for 2009 is pending carry over.

Attachments

Link: Project Location

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:14 AM	APRV
2	Dale Kennan	Dale Kennan	02/10/2009 02:08 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Sandra Garcia			Started On: 02/10/2009 10:03 AM	
Final Approval Date: 02/13/2009				


22
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F. M. NO. 495
23
9
10
12
9
CANAL ROAD
16
15
14
13
16
MORNINGSIDE ROAD
NEBRASKA
ROAD
7
5
8
9
10
TO SAN JUAN
TO ALAMO
U. S. 83 FREEWAY

3009/0


Moonlight Ave
Cesar Chavez
E Sioux Rd
N Cesar Chavez Rd
Morning Set
Loma Linda
Loma Vista St
Loma Verde
Loma Azul
Loma Alta Dr
Cancun Dr
Puerto Vallarta Dr
Chula Vista Dr
Guayavitos Ln
Cozumel Ln
Cancun Ln
Acapulco Ln
Lime
Grapefruit St
E Los Ebanos St
Johnson St
Sauz St
Lilac St
Short Rd
Hooper St
Pullin Ave
E Salazar St
Guadalupe Dr
Brecha St
Google
© 2009 Tele Atlas
© USFWS

AI-13928 **17.B.**

Earnest Money Contract - Rocio Reyes

CC REGULAR

Date:	02/17/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization and/or approval for County Judge to execute Earnest Money Contract for the Delta Area Drainage Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Valley Land & Title Company as Earnest Money Deposit and $100 option fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Available balance is currently negative $259,502.44 due to POs carried over from 2008. Accounting is currently working to reappropriate the funding in 2009 as per Becky L. at the Auditor's Office.

Attachments

Link: Contract - Reyes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:48 AM	APRV
2	Dale Kennan	Dale Kennan	02/12/2009 07:56 AM	APRV
3	Auditor's Office	Monica Badillo	02/13/2009 05:44 PM	APRV

Form Started By: Sandra Garcia — Started On: 02/10/2009 04:53 PM

Final Approval Date: 02/13/2009

EARNEST MONEY CONTRACT

Seller:	Rocio Reyes and husband, Jesus Contreras Ana Luisa Solis and husband Adan Solis
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504
Title Company:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of ONE HUNDRED FIVE THOUSAND AND NO/100THS DOLLARS ($105,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller One Hundred Dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination

to Seller within Sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

B. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

C. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

D. Seller has paid all local taxes that have been assessed against Seller or the Property.

E. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

F. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

G. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

H. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

I. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

SURVEY

Within forty-five (45) days from the Effective Date, PURCHASER, at its sole cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit "A". The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have sixty (60) days following the date of this Contract for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections, architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon, soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study inspection, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII

CLOSING

7.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article VI hereof at the office of Valley Land Title Company, McAllen, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and

encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Seller.

ARTICLE IX

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI

CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

15.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should

be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2008, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

15.15 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Seller: Rocio Reyes and husband Jesus Contreras
Ana Luisa Solis and husband Adan Solis
P. O. Box 1068
Edcouch, Texas 78538

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.

The date of this Contract is the _____day of February, 2009 (the "Effective Date").

SELLER:

_____
ROCIO REYES

_____
JESUS CONTRERAS

_____
ANA LUISA SOLIS

_____
ADAN SOLIS

PURCHASER:

COUNTY OF HIDALGO

_____
By: Juan de Dios (J. D.) Salinas, III
Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this _____ day of _____, 2008 at _____, _____.M.

ESCROW AGENT:

VALLEY LAND TITLE COMPANY

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

PURCHASER'S ATTORNEY:
Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

SELLER'S ATTORNEY:

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.1
PROJECT: MILE 5 ½ WEST ROAD & MILE 21 NORTH DRAINAGE

A 20.00 ACRE TRACT OF LAND BEING THE SOUTH HALF (1/2) OF LOT 3, BLOCK 77, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1715200, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 60D NAIL SET IN THE CENTERLINE OF MILE 5 1/2 WEST ROAD FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG THE SOUTH LINE OF LOT 3, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 5 1/2 WEST ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20'E, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE ELSA STATE BANK & TRUST CO. TRACT (THE NORTH 20.0 ACRES OF LOT 3, BLOCK 77, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO FORECLOSURE SALE DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1664200, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40'E, ALONG THE SOUTH LINE OF THE ELSA STATE BANK & TRUST CO. TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 5 1/2 WEST ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 60D NAIL SET ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF MILE 5 1/2 WEST ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOT 3 AND THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

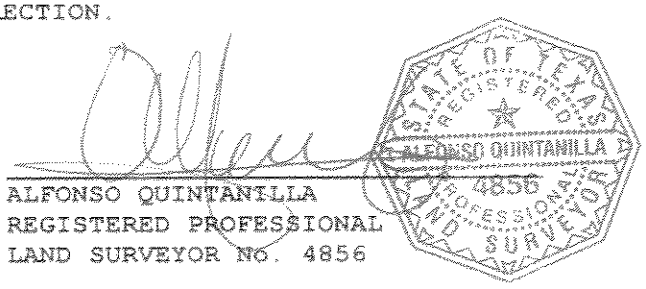
BEARINGS ARE IN ACCORDANCE WITH LOS PINOS SUBDIVISION, RECORDED IN VOLUME 28, PAGE 22B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT "A"

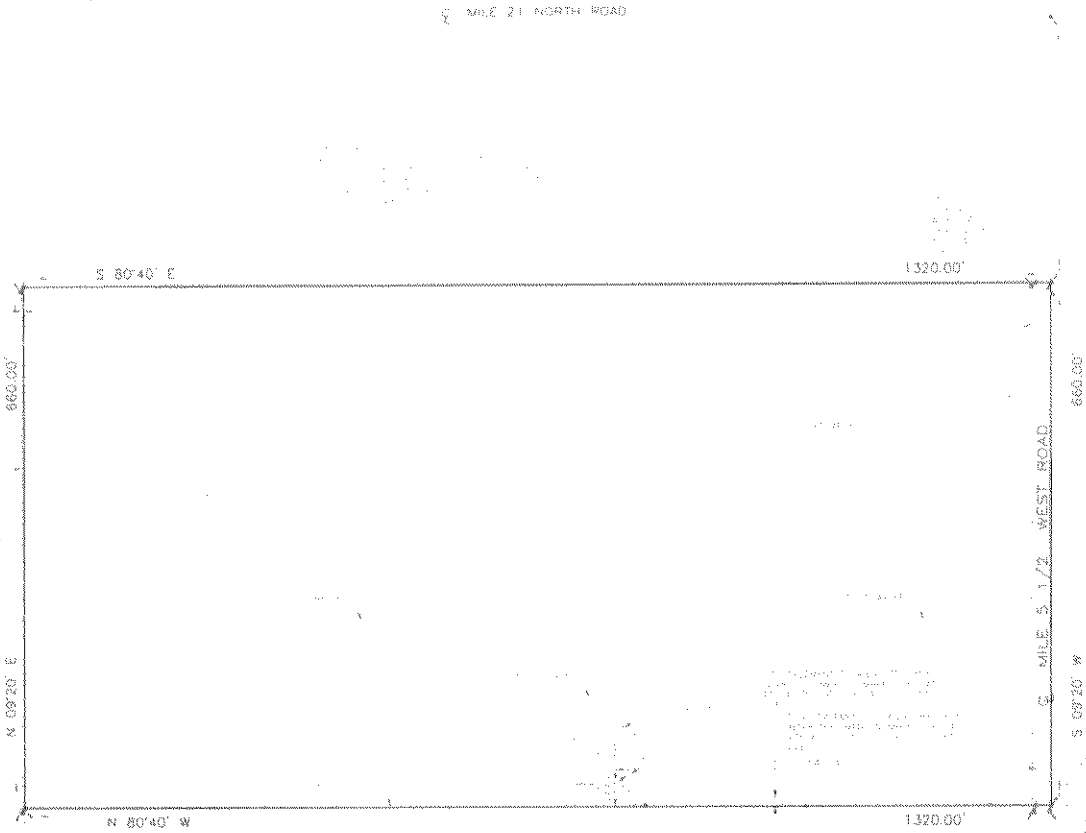
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: February 9, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4856





PLAT SHOWING

A 20.00 ACRE TRACT OF LAND BEING THE SOUTH HALF (1/2) OF LOT 3, BLOCK 77, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1715200, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

HIDALGO COUNTY PRECINCT NO. 1
DRAINAGE IMPROVEMENTS
PROJECT MILE 5 1/2 WEST ROAD AND
MILE 21 NORTH ROAD

AI-13903 **17.C.**

Pipeline Permits - Countywide Drainage Projects

CC REGULAR

Date:	02/17/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration, action and approval to authorize the Hidalgo County Right of Way Department to execute and submit Pipeline Permit Waivers for Hidalgo County on roadway crossings (usual permit fee of $3.75 per roadway crossing) related to County Wide Drainage Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 01:12 PM	APRV
2	Dale Kennan	Dale Kennan	02/10/2009 02:57 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Sandra Garcia			Started On: 02/10/2009 11:02 AM	
Final Approval Date: 02/13/2009				

AI-14010 **17.D.**

Earnest Money Contract

CC REGULAR

Date:	02/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Benito Rodriguez
Department:	BUDGET & MANAGEMENT
Agenda Category:	Right of Way

Information

CAPTION

Authorization of payment regarding Earnest Money Contract for a 18.76 acre tract of land out of Lot 15, Section 260 Texas-Mexican Railway Companies Survey for the San Carlos Drainage Improvement Project after review and complete processing procedures are completed by Auditor and for County Treasurer to issue manual check to Rolando R. Guerra in the amount of $ 100.00 and Valley Land Title in the amount of $ 1,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1204-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Funding from 2009 Certificate of Obligation Series is to become available as of February 18th 2009. Approximately $4,000,000.00 is still available from the aforementioned funds.

Attachments

Link: EARNEST MONEY CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 04:13 PM	APRV
2	Dale Kennan	Dale Kennan	02/13/2009 02:40 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia — Started On: 02/12/2009 03:39 PM

Final Approval Date: 02/13/2009

AI-14010 **17.D.**

Earnest Money Contract

CC REGULAR

Date:	02/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Benito Rodriguez
Department:	BUDGET & MANAGEMENT
Agenda Category:	Right of Way

Information

CAPTION

Authorization of payment regarding Earnest Money Contract for a 18.76 acre tract of land out of Lot 15, Section 260 Texas-Mexican Railway Companies Survey for the San Carlos Drainage Improvement Project after review and complete processing procedures are completed by Auditor and for County Treasurer to issue manual check to Rolando R. Guerra in the amount of $ 100.00 and Valley Land Title in the amount of $ 1,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1204-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Funding from 2009 Certificate of Obligation Series is to become available as of February 18th 2009. Approximately $4,000,000.00 is still available from the aforementioned funds.

Attachments

Link: EARNEST MONEY CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 04:13 PM	APRV
2	Dale Kennan	Dale Kennan	02/13/2009 02:40 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia — Started On: 02/12/2009 03:39 PM

Final Approval Date: 02/13/2009

AI-14042 **18.A.**

Civil Service Exempt Positions

CC REGULAR

Date:	02/17/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Joseph Palacios
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Approval to exempt the following positions pursuant to Civil Service Rule 2.18, Section (J). as approved by Civil Service Commission at its meeting of February 12, 2009:

Administration
1. Chief Administrator
2. Executive Assistant

Road & Bridge
1. Field Operations Director
2. General Foreman

Sanitation & Landfill
1. Sanitation/Landfill Manager
2. Sanitation/Landfill Coordinator

Parks
1. Parks Director
2. Parks Foreman

Solid Waste Enforcement
1. Chief Enforcement Officer
2. Assistant Chief Enforcement Officer

Budget
1. Budget Manager
2. Accountant

Human Resources
1. Human Resource Manager
2. Human Resource Coordinator

Precinct 1 Call Center
1. Call Center Manager

2. Clerk/Receptionist

Special Projects
1. Director of Operations
2. Community Liason

Drainage
1. Director of Operations
2. Assistant Construction Manager

Planning
1. Right of Way Director
2. Planning Manager

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 04:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/13/2009 04:50 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Noe Montez			Started On: 02/13/2009 04:08 PM	
Final Approval Date: 02/13/2009				

AI-14014 **19.A.**

Payment Application #4

CC REGULAR

Date:	02/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Pct. #2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #2

Information

CAPTION

Requesting approval of Payment Application No. 4 in the amount of $49,056.40 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., after Auditor's review and processing procedures are completed including authority for County Treasurer to issue payment(s)/check(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

PO# 605197 has $117,830.50 as of 2/13/09.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 07:45 AM	APRV
2	Dale Kennan	Dale Kennan	02/13/2009 03:35 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Angela Garcia — Started On: 02/12/2009 04:40 PM

Final Approval Date: 02/13/2009

UNITED CONTRACTING, INC.

4616 N. Conway
MISSION, TX 78574
Office (956) 519-3246

APPLICATION FOR PAYMENT REQUEST NO: 4 (Utilities)

To: Hidalgo County Precinct No. 2
C/O: R. Gutierrez Engineering Corporation
From: United Contracting (Contractor)
Contract: Project: Hidalgo County Precinct 2 –Sanitary Sewer, Water, & Drainage for South Tower Park
Owner Contract No. 5007-92-0306-500-9200-ML Engineer's Project No. _____
For Work completed through the date of: December 5, 2008
1. Original Contract Amount: $ 223,399.50
2. Net Change Order/Written Amendment (+or-) $ 6,936.50
3. Current Contract Price $ 230,336.00
4. Total Completed & Stored to Date $ 171,806.00
5. Retainage (per agreement):
10 % of Completed Work :$ 17,180.60
0 % of Stored Materials: $_____
Total Retainage $ 0
6. Total Completed plus/minus retained (4+or-5) $ 154,625.40.
7. Less Previous Applications of Payment/Credit $ 105,569.00
Due This Application: (6-7) % of Completion $ 49,056.40

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous payments received from OWNER on account of Work done under the contract referred to above have been applied on accounts to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed and included as required in or covered by this Application for Payment will pass to Owner at time of payment to be free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner, indemnifying Owner against any such Liens, security interests or encumbrances): and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective. Warranty issued upon payment received.

Dated: _____

Contractor: United Contracting

By: _____
United Contracting
4616 N. Conway Ave.
Mission, TX 78573-3939

State of Texas
County of Hidalgo
Notary Public Signature Lisa Sanchez
Subscribed and sworn before me this 12th day of February, 2008.
My Commission Expires: April 25, 2012

LISA SANCHEZ
MY COMMISSION EXPIRES
April 25, 2012

Payment for the amount due this application is recommended. Dated: _____
Engineer: R. Gutierrez Engineering
By: _____

AI-14051 **20.A.1**

Transfer to County Courts at Law
CC REGULAR

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Approval of interdepartment transfer (1100) from County Wide Administration to County Courts at Law No. 1, 2, 4, 5, & 6 in the total amount of $40,000.00

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Form Routing/Status

Form Started By: Sergio Cruz Started On: 02/13/2009 05:29 PM

Final Approval Date: 02/13/2009

I.

DATE: February 17, 2009

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(40,000.00)
TO		
9-1100-412-00-021-001-0- 890	COUNTY COURT AT LAW #1-OTHER	8,000.00
9-1100-412-00-022-001-0- 890	COUNTY COURT AT LAW #2-OTHER	8,000.00
9-1100-412-00-024-001-0- 890	COUNTY COURT AT LAW #4-OTHER	8,000.00
9-1100-412-00-025-001-0- 890	COUNTY COURT AT LAW #5-OTHER	8,000.00
9-1100-412-00-026-001-0- 890	COUNTY COURT AT LAW #6-OTHER	8,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **TO FUND FUTURE EXPECTED EXPENSES.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-14041 **20.A.2**

2008 Interdepartmental for Tropical TX Center MHMR (1100)

CC REGULAR

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Tropical TX Center MHMR (1100)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Tropical Texas Behavioral Health Center (1100):
A. Approval of 2008 interdepartmental transfer from County Wide Administration to Tropical TX Center MHMR (1100) in the amount of $157,162.50 to fund payment of the following invoice;

B. Requesting approval of payment of Invoice in the amount of $162,337.50 from Tropical Texas Behavioral Health Center for Fiscal year 2009 County Allocation for DSHS Crisis Funds, after Auditor's review and processing procedures are completed including authority for County Treasurer to issue payment(s)/check(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-444-00-115-031-0-841

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

BUDGETARY IMPACT:

Available balance is $5,175.00 as of 2/13/09 + pending transfer of available funding from Co. Wide Admin. in the amount of $157,162.50 to pay pending invoice.

Attachments

Link: 2008 Interdpt for Tropical TX Ctr. MHMR (1100)

Link: Hidalgo County Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 04:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/13/2009 04:49 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Dale Kennan Started On: 02/13/2009 04:03 PM

Final Approval Date: 02/13/2009

2.

DATE: February 13, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for Tropical TX Center MHMR (1100)

ACCOUNT NUMBER: 8-1100-4XX-00-115-0XX-0-*XX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(157,162.50)
8-1100-444-00-115-031-0-841	TROPICAL TX CENTER MHMR-AID TO GOVT AGENCY	$157,162.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to TROPICAL TX CENTER MHMR-AID TO GOVT AGENCY to fund 2009 County Allocation for DSHS Crisis Funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

INVOICE

TO: Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
P.O. Box 689
Edinburg, Texas 78540-0689

12/3/2008	FY 2009 County Allocation For DSHS Crisis Funds	**$ 162,337.50**
	Total Amount Due	**$ 162,337.50**

THANK YOU

Due Upon Receipt

Providing 40 Years of Quality Service to the Rio Grande Valley

An Equal Opportunity/ Affirmative Action Employer

AI-13932 **20.A.3**

CIJS Phase II - Odyssey Interdept. (1302)

CC REGULAR

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

A. Discussion, consideration, and action on redirecting Tax Notes, Series 2007 funds from the New Governmental Building project and unreserved fund balance to the Common Integrated Justice System (CIJS) Project - Phase II of the Court Administration System.

B. Approval of interdepartmental transfer of Tax Notes, Series 2007 funds (1302) from New Government Building (program 034) to Common Integrated Justice System (program 009) in the amount of $1,906,143.75 to fund Phase II of the Court Administration System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-41X-00-2X0-0XX-0-7XX

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

BUDGETARY IMPACT:

9-1302-413-00-220-034-0-720-->9-1302-412-00-200-009-0-747 in the amount of $1,906,143.75
Available balance as of 2-11-09 $1,906,143.75 (Pending cancellation of PO#589706)

Attachments

Link: 2009 interdept for CIJS (1302)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	02/11/2009 11:21 AM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:28 PM	APRV
3	Dale Kennan	Dale Kennan	02/11/2009 03:09 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Sergio Cruz Started On: 02/11/2009 09:30 AM

Final Approval Date: 02/13/2009

3.

DATE: February 11, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Taxes Notes 2007 - IT (CIJS-) (1302)

AI# 13932

ACCOUNT NUMBER: 9-1302-41X-00-2X0-0XX-0-7XX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1302-413-00-220-034-0-720	Tax Notes, 2007 - New Govt. Bldg. - Buildings	(1,906,143.75)
9-1302-412-00-200-009-0-747	Tax Notes, 2007 - Comm Intgr Just Sys - Software	1,906,143.75
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To cover pending purchase of Phase II of CIJS Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-13876 **20.A.4.**

2008 interdpt for Pct 2 Tower Rd project(1202)

CC REGULAR

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct 2 Tower Rd project(1202)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Precinct 2 (1202):
Approval of 2008 interdepartmental transfer within Precinct 2 (1202) from Paved/Unpaved Roads (program 006) to Tower Road (program 027) in the amount of $28,500.00 to fund pending 2008 project expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

From ...006-0-113 to ...027-0-731 in the amount of $28,500.00. Available balance in ...006-0-113 is $34,568.09 as of 2/6/09.

Attachments

Link: 2008 Interdpt for Pct 2 Tower Rd (1202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/06/2009 11:44 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/06/2009 01:20 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Dale Kennan Started On: 02/06/2009 09:13 AM

Final Approval Date: 02/13/2009

DATE: February 6, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for Precinct 2 Tower Road Project (1202)

ACCOUNT NUMBER: 8-1202-431-00-122-0XX-0-XXX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1202-431-00-122-006-0-113	PCT.2 P/U RD-PERM F/T EMPLOYEES	(28,500.00)
8-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	$28,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT.2 P/U RD-PERM F/T EMPLOYEES to TOWER RD (MOORE-BALLI)-ROADS to fund pending 2008 Tower Road project expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13896 **20.A.5.**

Interdept- Various Depts

CC REGULAR

Date:	02/17/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

County Wide Administration for Various Departments (1100):
Approval of 2008 interdepartmental transfer from County Wide Administration to Various Departments (1100) in the amount of $14,523.91 for year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-XX-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> (Various Departments) in the total amount of $14,523.91 to fund negative balances to close out the calendar year 2008.

Attachments

Link: Copy of 13896_Negative Report 021009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:12 AM	APRV
2	Dale Kennan	Dale Kennan	02/10/2009 04:06 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Veronica Lopez — Started On: 02/10/2009 09:24 AM

Final Approval Date: 02/13/2009

Date: February 10, 2009
Department Head: Raul Silguero
Department Name: Dept. of Budget and Management for Various Depts.
Account: 8-1100-4XX-XX-XXX-00X-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:
I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

Increase/Decrease Account Number	Account (Object) Name	Amount
FROM		
8-1100-415-00-115-002-0-899	Co Wide Adm- Contingency	**($14,523.91)**
TO		
8-1100-412-00-011-001-0-113	449TH DC-PERM F/T EMPLOYEES	2,187.79
8-1100-412-00-011-001-0-220	449TH DC-FICA	173.05
8-1100-412-00-011-001-0-230	449TH DC-RETIREMENT	203.09
8-1100-412-00-011-001-0-260	449TH DC-WORKERS COMP	25.48
8-1100-412-00-026-001-0-115	CCL#6-LONGEVITY PAY	0.70
8-1100-412-00-066-001-0-583	JP PCT 3/PL 2-TRAVEL OUT OF COUNTY	607.95
8-1100-412-30-085-003-0-113	PUBLIC DEFENDER-PERM F/T EMPLOYEES	39.78
8-1100-412-30-085-003-0-230	PUBLIC DEFENDER-RETIREMENT	3.59
8-1100-412-30-085-003-0-250	PUBLIC DEFENDER-UNEMPLOYMENT COMP	0.20
8-1100-415-21-170-001-0-113	CO AUDITOR-PERM F/T EMPLOYEES	692.17
8-1100-415-21-170-001-0-230	CO AUDITOR-RETIREMENT	63.61
8-1100-415-21-170-001-0-250	CO AUDITOR-UNEMPLOYMENT COMP	3.53
8-1100-421-00-280-001-0-220	SHERIFF-FICA	44.11
8-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	51.66
8-1100-421-00-280-001-0-250	SHERIFF-UNEMPLOYMENT COMP	2.86
8-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	4.41
8-1100-421-00-291-001-0-113	CONSTABLE PCT.1-PERM F/T EMPLOYEES	226.90
8-1100-421-00-291-001-0-117	CONSTABLE PCT.1-SUPPLEMENTAL PAY	19.04
8-1100-421-00-291-001-0-230	CONSTABLE PCT.1-RETIREMENT	22.19
8-1100-421-00-291-001-0-250	CONSTABLE PCT.1-UNEMPLOYMENT COMP	1.23
8-1100-423-60-330-002-0-113	JUV PROB-PERM F/T EMPLOYEES	1,415.93
8-1100-423-60-330-002-0-115	JUV PROB-LONGEVITY PAY	14.89
8-1100-423-60-330-002-0-122	JUV PROB-TEMP P/T EMPL	180.00
8-1100-423-60-330-002-0-220	JUV PROB-FICA	125.94
8-1100-423-60-330-002-0-230	JUV PROB-RETIREMENT	137.20
8-1100-423-60-330-002-0-250	JUV PROB-UNEMPLOYMENT COMP	14.74
8-1100-423-60-330-002-0-260	JUV PROB-WORKERS COMP	3.77
8-1100-423-60-330-002-0-583	JUV PROB-TRAVEL OUT OF COUNTY	606.33
8-1100-432-00-124-001-0-421	SANITATION PCT.4-DISPOSAL	7,651.77
	Total Budget Increase (Decrease)	**$0.00**

Reason: To fund negative balances for various departments to close 2008 calendar year for general fund. Negative balances were obtained from SAGE Negative Report as of 02-10-09.

Department Head Signature **Date**

Approved Commissioners' Court **Attest County Clerk**

AI-13950 **20.A.6.**

Interdept- LRGVDC 021109

CC REGULAR

Date:	02/17/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

LRGVDC (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Administration- Contingency to LRGVDC in the amount of $1,900.00 for dues & membership fees.

BACKGROUND

See AI-13927, CC 02-17-09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-115-0XX-0-8XX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-419-00-115-022-0-810 $1,900.00
Funds available as of 02-11-09

Attachments

Link: Interdept- LRGVD 021109

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:41 PM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 02:20 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Veronica Lopez — Started On: 02/11/2009 11:48 AM

Final Approval Date: 02/13/2009

DATE: February 11, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management for LRGVDC

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-0-8XX

2009
Transfer
AI- 13950

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0 899	CO WIDE ADMIN - CONTINGENCY	(1,900.00)
TO		
9-1100-419-00-115-022-0- 810	LRGVDC- Dues & Memberships	1,900.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental transfer from County Wide Administration- Contingency to LRGVDC- Dues and Memberships in the amount of $1,900.00 for expected expenditures.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-14032 **20.A.7.**

Pct# 3 Interdepartmental Transfer
CC REGULAR

Date: 02/17/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

2007 Series Tax Notes (1302):
Approval of 2009 interdepartmental transfer within 2007 Tax Notes from Pct#1 (program 051) to Pct#3 (program 047) in the amount of $2,778.00 to fund expenditures for Drainage Improvement Project vehicle purchase.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-431-00-12X-0XX-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1302-431-00-121-051-0-741-->9-1302-431-00-123-047-0-741; $2,778.00

Available balance as of 02/13/09; $3,048.00

Please see AI-14000

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 03:28 PM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	PEND

Form Started By: Rolando Garcia Started On: 02/13/2009 01:43 PM

Final Approval Date: 02/13/2009

DATE: February 13, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct#3 Tax Notes, 2007 (1302)

AI-14032

ACCOUNT NUMBER: 9-1302-431-00-12X-0XX-0-741

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1302-431-00-121-051-0-741	TAX NOTES,2007-PCT1-VEHICLES	$ (2,778.00)
9-1302-431-00-123-047-0-741	TAX NOTES,2007-PCT3-VEHICLES	$2,778.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER TO FUND PURCHASE OF VEHICLE FOR DRAINAGE IMPROV PROJECT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14015 **20.A.8.**

Interdepartmental Transfer - Pct# 3 (1336)

CC REGULAR

Date: 02/17/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2006 from Pct#3 - Wallace Rd (Program 046) and Pct# 4 Heavy Equipment (Program 029) to Pct# 3 3 Mile Line (Tom Gill Rd to FM 2221) Roads (Program 051) in the amount of $400,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-12X-0XX-0-7XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1336-431-00-123-046-0-731-->9-1336-431-00-123-051-0-731 $200,000.00; available balance $200,000.00 as of 2-12-09
9-1336-431-00-124-029-0-742-->9-1336-431-00-123-051-0-731 $200,000.00; available balance $208,520.99 as of 2-12-09

Attachments

Link: Interdept - 1336

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/13/2009 11:47 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Manuel Chapa Started On: 02/12/2009 04:44 PM

Final Approval Date: 02/13/2009

DATE: February 12, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#3 (1336)

AI# 14015

ACCOUNT NUMBER: 9-1336-431-00-123-051-0-731

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1336-431-00-123-046-0-731	C.O. 2006- Pct # 3 - Wallace (Fm1925-Fm490) - Rd	(200,000.00)
9-1336-431-00-124-029-0-742	C.O. 2006- Pct # 4 - Heavy Equipment	(200,000.00)
9-1336-431-00-123-051-0-731	C.O. 2006- Pct # 3 - 3 Mile Line (Tom Gill Rd to FM 2221) - Rd	400,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O. 2006- Pct # 3 - Wallace (Fm1925-Fm490) - Rd & C.O. 2006- Pct # 4 - Heavy Equipment to C.O. 2006- Pct # 3 - 3 Mile Line (Tom Gill Rd to FM 2221) - Rd to fund Pct#3 3 Mile Line Road.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-13879 **20.B.1.**

FY 2008 Deobligation of funds for the Public Defender Grant (1282)

CC REGULAR

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Public Defender (1282)/Co. Wide Adm.-Contingency (1100):
Approval to deobligate the fiscal year 2008 Public Defender grant due to grant being closed (excess cash match) with authority to appropriate into Countywide Administration-Contingency in the amount of $5,543.07.

BACKGROUND

Deobligation of funds due to excess General Fund cash match for the Public Defender FY 2008 grant.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-XXX-0X-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Deobligation of remaining General Fund cash match funds from the Public Defender grant, 1282 and appropriation into Co. Wide-Contingency, acct no. 8-1100-415-00-115-002-0-899.

Attachments

Link: Public Defender FY 08 Interfund Transfer

Link: Public Defender FY 2008 deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/06/2009 04:14 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 04:15 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/10/2009 10:29 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Ivan Cantu Started On: 02/06/2009 03:17 PM

Final Approval Date: 02/13/2009

DATE: February 6, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Public Defender

2008
Transfer

ACCOUNT NUMBER: **8-1XXX-XXX-0X-XXX-0XX-X-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1282-391-01-000-100-8-	000	Transfers In-General Fund	(5,543.07)
8-1100-491-01-000-282-8-	891	Transfers Out-Desig Purpose Lvl 2	(5,543.07)
8-1100-415-00-115-002-0-	899	Co. Wide Adm-Contingency	5,543.07
		TOTAL BUDGET INCREASE (DECREASE)	**5,543.07**

REASON: To deobligate remaining funds from the FY 2008 Public Defender grant due to excess cash match funds. Grant is being closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: February 6, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008

Unappropriation/Deobligation

DEPARTMENT NAME: DBM for Public Defender

ACCOUNT NUMBER: 8-1282-412-30-085-001-8-XXX

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1282-412-30-085-001-8-115	Public Defender-	Longevity Pay	(19.55)
8-1282-412-30-085-001-8-212	Public Defender-	Life Insurance	(102.43)
8-1282-412-30-085-001-8-230	Public Defender-	Retirement	(0.79)
8-1282-412-30-085-001-8-250	Public Defender-	Unemployment Comp.	(468.80)
8-1282-412-30-085-001-8-260	Public Defender-	Workers Comp.	(1,751.47)
8-1282-412-30-085-001-8-341	Public Defender-	Data Processing	(303.45)
8-1282-412-30-085-001-8-342	Public Defender-	Information & Credit Services	(22.39)
8-1282-412-30-085-001-8-531	Public Defender-	Telephone	(27.72)
8-1282-412-30-085-001-8-534	Public Defender-	Internet	(570.81)
8-1282-412-30-085-001-8-535	Public Defender-	Postage	(138.75)
8-1282-412-30-085-001-8-581	Public Defender-	Travel In County	(25.21)
8-1282-412-30-085-001-8-583	Public Defender-	Travel Out of County	(241.58)
8-1282-412-30-085-001-8-584	Public Defender-	Registration Fees	(1,542.30)
8-1282-412-30-085-001-8-665	Public Defender-	Minor Computer Equipment	(78.88)
8-1282-412-30-085-001-8-666	Public Defender-	Minor Office Furniture	(209.89)
8-1282-412-30-085-001-8-746	Public Defender-	Office Furniture	(1.05)
8-1282-412-30-085-001-8-810	Public Defender-	Dues & Memberships	(38.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(5,543.07)**

REASON: To deobligate remaining General Fund cash match funds for the FY 2008 Public Defender Grant. Grant is being closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14011 **20.B.2.**

Pct. 1 Interfund transfer from R & B (1201) to TXDOT US 83 Illumitation (1315) CC REGULAR

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. 1 R & B (1201)/Pct. 1 TXDOT (1315):
Approval of 2009 interfund transfer from Pct. 1 P/U Rd, program no. 005 to Pct. 1 TXDOT-US 83 Illumination in the amount of $19,000.00 to fund pending project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-XXX-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1201-431-00-121-005-00-731 --> 9-1315-431-00-121-031-0-841; Funding available for transfer as of 02/13/09.

Attachments

Link: TXDOT US 83 Illumination interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/13/2009 07:30 AM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 07:42 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/13/2009 02:46 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Ivan Cantu Started On: 02/12/2009 03:47 PM

Final Approval Date: 02/13/2009

DATE: February 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for
TXDOT- US 83 Illumination

ACCOUNT NUMBER: **9-1XXX-XXX-00-XXX-0XX-0-XXX**

2009
Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM:			
9-1201-431-00-121-005-0-	731	Pct. 1 P/U Rd-Roads	(19,000.00)
9-1201-491-01-000-315-0-	891	Transfers Out-TXDOT Projects	19,000.00
TO:			
9-1315-391-01-000-201-0-	000	Transfers In-Pct. 1	19,000.00
9-1315-431-00-121-031-0-	841	TXDOT-US83 Illumination-Aid to Govt Agency	19,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**19,000.00**

REASON: To fund pending TXDOT-US 83 Illumination project expenditures for calendar year 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-13978 **20.B.3.**

Pct. 4 to Pct. 3 Transfer for Vehicle

CC REGULAR

Date: 02/17/2009

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #4 (1204) R&B to Pct. #3 (1203) R&B:
Approval of 2009 interfund transfer from Precinct 4 Road and Bridge Fund (1204) to Precinct 3 Road & Bridge Fund (1203) in the amount of $28,356.00 to reimburse Pct#3 for a vehicle purchased by Pct#3 but transferred to Pct#4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-734

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

BUDGETARY IMPACT:

Interfund transfer from 9-1204-431-00-124-007-0-734-->9-1203-431-00-123-005-0-741 for $28,356.00 to reimburse Pct#3 for a vehicle purchased by Pct#3 but transferred to Pct#4.
Available balance as of 2-12-09 $101,270.64

Attachments

Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	02/12/2009 04:10 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/13/2009 08:45 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	PEND

Form Started By: Sergio Cruz Started On: 02/11/2009 04:50 PM

Final Approval Date: 02/13/2009

DATE: **February 12, 2009**

2009
AI#13978

DEPARTMENT HEAD: **Raul Silguero**

DEPARTMENT NAME: **Department of Budget & Management for the PCT.4 Road and Bridge Fund (1204)**

ACCOUNT NUMBER: **9-1204-431-00-124-007-0-734**
9-1203-431-00-123-005-0-741

Contact: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

SUBJECT: **Interfund transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1204-431-00-124-007-0-734	**PCT# 4 P/U RD - SUBDIVISION STREETS**	**(28,356.00)**
9-1204-491-01-000-203-0-891	**TRANSFERS OUT**	**28,356.00**
9-1203-391-01-000-204-0-000	**TRANSFERS IN**	**28,356.00**
9-1203-431-00-123-005-0-741	**PCT# 3 P/U RD - VEHICLES**	**28,356.00**
TOTAL BUDGET INCREASE (DECREASE)		**28,356.00**

REASON: **Interfund transfer from Pct# 4 to Pct# 3 to reimburse for a vehicle Pct#3 purchased, but vehicle was transferred to Pct#4; this is a 2009 Chevrolet Silverado PO#613827 purchased from Caldwell Country Chevrolet.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-14039 **20.C.1.**

2009 Unappropriation/2008 Appropriation for Co. Clerk Record Archive (1100) CC REGULAR

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz, Co. Clerk
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

County Clerk Record Archive (1100):
1. Approval of 2009 unappropriation of funds from the County Clerk Record Archive in the amount of $575,738.00 to facilitate data management processing payments being made for calendar year 2008.
2. Approval of 2008 appropriation of funds from the reserved F/B for the County Clerk Record Archive in the amount of $772,287.20 to fund data management processing services.

BACKGROUND

As per Auditor's office. Invoice amount of $772,287.20 is to be charged for calendar year 2008.
In caption #1, the unappropriation will make funds available in the reserved f/b.

Unappropriation/Appropriation is being made in accordance with LGC 118.025 and Record Archive Plan approved by CC on 11-4-08, item #15.A. Reserved f/b acct is X-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archives Fees"

Fiscal Impact

Attachments

Link: Co. Clerk Record Archive 2008 Appropriation

Link: Co. Clerk Record Archive 2009 unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/13/2009 03:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 03:59 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 04:10 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Ivan Cantu — Started On: 02/13/2009 03:17 PM

Final Approval Date: 02/13/2009

DATE: February 13, 2009

2008
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DBM for Co. Clerk Record Archive

ACCOUNT NUMBER: 8-1100-415-40-180-002-0-341

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-40-180-002-0-341	Co. Clerk Record Archive-	Data Management & Processing	772,287.20
		TOTAL BUDGET INCREASE (DECREASE)	**772,287.20**

REASON: To unreserve & appropriate funding for the Co. Clerk Record Archives to fund data management processing services for calendar year 2008 for Data Management Processing services. **Note: Monies are to be unreserved from acct no. 9-1100-250-10-000-004-0-000 "Reserved F/B-CC Record Archives Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: February 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Unappropriation

DEPARTMENT NAME: DBM for Co. Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-341

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-40-180-002-0-341	Co. Clerk Record Archive-	Data Management & Processing	(575,738.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(575,738.00)**

REASON: To unappropriate funding for the Co. Clerk Record Archives to fund data management processing services for calendar year 2009 to facilitate payments being made in 2008 for Data Management Processing services. **Note: Monies are to be appropriated back into acct no. 9-1100-250-10-000-004-0-000 "Reserved F/B-CC Record Archives Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13901 **20.C.2.**

Budget Amendment - Pct#3 Road & Bridge Fund (1203)

CC REGULAR

Date: 02/17/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Pct. #3 - R & B (1203):
Requesting approval of 2009 appropriation of funds from Precinct #3 unreserved fund balance into Precinct #3 Road & Bridge fund (1203) in the amount of $389,583.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding Available from fund balance for Appropriation

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:19 AM	APRV
2	Roland Garcia	Rolando Garcia	02/12/2009 08:42 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Norma Ceballos
Started On: 02/10/2009 10:09 AM

Final Approval Date: 02/13/2009

DATE: February 10, 2009

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1203)

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
9 1203 431 00 123 005 0 734	P/U Rd Subd Streets	125,000.00
9 1203 431 00 123 005 0 673	P/U Rd Road Materials	50,000.00
9 1203 431 00 123 005 0 739	P/U Rd Other Structures	10,000.00
9 1203 431 00 123 005 0 890	P/U Rd. Other	50,000.00
9 1203 431 00 123 005 0 741	P/U Rd Vehicles	34,344.00
9 1203 431 00 123 005 0 626	P/U Rd Gasoline/Diesel Bulk	120,239.00
TOTAL BUDGET INCREASE -FUND 1100		389,583.00

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-13881 **20.C.3.**

2009 Unreserve/Appropriation for Co. Clerk Record Archive (1100)

CC REGULAR

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

County Clerk Record Archive (1100):
1. Approval of 2009 appropriation of funds from the reserved F/B for the County Clerk Record Archive in the amount of $200,000.00 to fund data management processing services.

BACKGROUND

Appropriation is being made in accordance with LGC 118.025 and Record Archive Plan approved by CC on 11-4-08, item #15.A.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-002-0-341

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

BUDGETARY IMPACT:

Appropriate to object code 341 to fund data management processing services. Funding is to be unreserved and appropriated from acct #9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archives Fees; available balance in calendar year 2008 as of 2-9-09 $2,084,321.80, pending closing of period 13.

Attachments

Link: Co. Clerk Record Archive appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/09/2009 10:20 AM	APRV
2	Budget & Management	Veronica Lopez	02/09/2009 11:37 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/10/2009 11:24 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Ivan Cantu Started On: 02/09/2009 10:05 AM

Final Approval Date: 02/13/2009

DATE: February 9, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DBM for Co. Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-341

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-40-180-002-0-341	Co. Clerk Record Archive-	Data Management & Processing	200,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**200,000.00**

REASON: To unreserve and appropriate funding for the Co. Clerk Record Archives to fund data management processing services for calendar year 2009. **Note: Monies are to be unreserved from acct no. 9-1100-250-10-000-004-0-000 "Reserved F/B-CC Record Archives Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13964 **20.C.4.**

CIJS Phase II - Odyssey - Appropriation (1302)

CC REGULAR

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	CIJS Project - Phase II (1302)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Tax Notes Series 2007 (1302):
Approval of appropriation of Tax Notes, Series 2007 funds (1302) to Common Integrated Justice System (program 009) in the amount of $ 393,301.25 to fund Phase II of the Court Administration System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1302-412-00-200-009-0-747

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $393,301.25. Funds available for appropriation as of 2/11/09.

Attachments

Link: 2009 BA for Tax Notes 2007 - Court Adm System Project (1302)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:15 PM	APRV
2	Manuel Chapa		02/13/2009 05:44 PM	PEND
3	Auditor's Office		02/13/2009 05:44 PM	PEND

Form Started By: Dale Kennan Started On: 02/11/2009 02:58 PM

Final Approval Date: 02/13/2009

DATE: February 11, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Tax Notes 2007 - IT (CIJS) (1302)

AI# 13964

ACCOUNT NUMBER: 9-1302-412-00-200-009-0-747

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1302-412-00-200-009-0-747	TAX NOTES,2007-COMN INTGR JUST SYS-SFTWR	393,301.25
	TOTAL BUDGET INCREASE (DECREASE)	$ 393,301.25

REASON: To appropriate funding for TAX NOTES,2007-COMN INTGR JUST SYS-SFTWR to cover pending purchase of Phase Two of CIJS project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14012 **20.C.5.**

2009 Appropriation of funds for various Special Revenue & Internal Service Funds for 2008 PO rollovers

CC REGULAR

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Various Special Revenue & Internal Service Funds:
Approval of 2009 appropriation of funds for various Special Revenue and Internal Service funds in the total amount of $4,523,982.01 to fund 2008 PO rollovers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** various special revenue and internal service funds

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

BUDGETARY IMPACT:

Approval of 2009 appropriation of funds for various Special Revenue and Internal Service funds in the total amount of $4,523,982.01 to fund 2008 PO rollovers.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/12/2009 05:02 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 07:44 AM	APRV
3	Dale Kennan	Dale Kennan	02/13/2009 11:45 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Ivan Cantu — Started On: 02/12/2009 04:17 PM

Final Approval Date: 02/13/2009

DATE:	FEBRUARY 11, 2009
DEPARTMENT HEAD:	VARIOUS
DEPARTMENT NAME:	VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)
ACCOUNT NUMBER:	8-12XX-XXX-XX-XXX-XXX-X-XXX
	8-22XX-XXX-XX-XXX-XXX-X-XXX
SUBJECT:	BUDGET AMENDMENTS (INCREASES) IN

HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
9- 1200-413-30-115-040-0-583	CO COMM-TRAVEL OUT OF COUNTY	1,006.37
9- 1200-431-00-122-004-0-671	CO SHOP-BLDG R&M SUPPLIES	178.98
9- 1200-431-00-122-004-0-748	CO SHOP-OTHER EQUIPMENT	4,993.20
9- 1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	120.24
9- 1200-431-00-260-001-0-711	R-O-W DEPT-ROW	12,000.00
9- 1200-431-00-260-001-0-601	R-O-W DEPT-OFFICE SUPPLIES	28.72
9- 1200-431-00-260-001-0-684	R-O-W DEPT-TIRES & TUBES	476.00
9- 1200-431-00-260-001-0-550	R-O-W DEPT-PRINTING & BINDING	476.05
9- 1200-431-00-260-001-0-682	R-O-W DEPT-GASOLINE/DIESEL	245.85
9- 1200-431-00-260-001-0-606	R-O-W DEPT-MAPS,PLANS,PLANTS, ETC.	3,420.00
9- 1200-431-00-260-001-0-583	R-O-W DEPT-TRAVEL OUT OF COUNTY	750.00
9- 1200-431-00-260-001-0-746	R-O-W DEPT-OFFICE FURNITURE	241.73
9- 1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	2,041.40
9- 1200-431-00-260-001-0-664	R-O-W DEPT-OTHER MINOR EQUIPMENT	100.00
9- 1200-431-00-260-001-0-712	R-O-W DEPT-SUBDIVISION RIGHT OF WAY	5,700.00
	FUND 1200 TOTAL	31,778.54
9- 1201-431-00-121-004-0-601	PCT.1 RD ADM-OFFICE SUPPLIES	32.06
9- 1201-431-00-121-004-0-661	PCT.1 RD ADM-MINOR OFFICE EQUIPMENT	63.78
9- 1201-431-00-121-004-0-602	PCT.1 RD ADM-PAPER SUPPLIES	28.50
9- 1201-431-00-121-004-0-584	PCT.1 RD ADM-REGISTRATION FEES	1,190.00
9- 1201-431-00-121-004-0-666	PCT.1 RD ADM-MINOR OFFICE EQUIPMENT	1,407.97
9- 1201-431-00-121-005-0-334	PCT.1 P/U RD-ENGINEER & ARCHITECT SRV	36,634.00
9- 1201-431-00-121-005-0-684	PCT.1 P/U RD-TIRES & TUBES	1,739.80
9- 1201-431-00-121-005-0-673	PCT.1 P/U RD-ROAD MATERIAL	5,029.41
9- 1201-431-00-121-005-0-681	PCT.1 P/U RD-VEHICLE R&M SUPPLIES	8.69
9- 1201-431-00-121-005-0-739	PCT.1 P/U RD-OTHER STRUCTURES	1,032.00
9- 1201-431-00-121-005-0-731	PCT.1 P/U RD-ROADS	16,400.00
9- 1201-431-00-121-005-0-442	PCT.1 P/U RD-EQUIP & VEHICLE RENTALS	10.87
9- 1201-431-00-121-005-0-674	PCT.1 P/U RD-PIPES	5,038.00
9- 1201-431-00-121-005-0-623	PCT.1 P/U RD-BOTTLED GAS	306.73
9- 1201-431-00-121-005-0-434	PCT.1 P/U RD-VEHICLE R&M SERVICE	62.00
9- 1201-431-00-121-005-0-672	PCT.1 P/U RD-EQUIP R&M SUPPLIES	8.30
9- 1201-431-00-121-005-0-711	PCT.1 P/U RD-ROW	2,500.00
9- 1201-431-00-121-005-0-339	PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES	2,000.00
9- 1201-431-00-121-005-0-734	PCT.1 P/U RD-SUBDIVISION STREETS	16,682.12
9- 1201-431-00-121-005-0-733	PCT.1 P/U RD-DRAINAGE DITCHES & STRUCTURES	5,927.44
9- 1201-431-00-121-052-0-733	PCT.1 DRAIN IMPRV PRJ-DRAINAGE DITCHES	361,865.03
9- 1201-431-00-121-052-0-742	PCT.1 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	145,243.16
	FUND 1201 TOTAL	603,209.86

9- 1202-431-00-122-005-0-532	PCT.2 RD ADM-CELL PHONE	55.00
9- 1202-431-00-122-005-0-748	PCT.2 RD ADM-OTHER EQUIPMENT	6,803.22
9- 1202-431-00-122-005-0-434	PCT.2 RD ADM-VEHICLE R&M SERVICE	107.50
9- 1202-431-00-122-006-0-711	PCT.2 P/U RD-ROW	159,400.00
9- 1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	311,280.65
9- 1202-431-00-122-006-0-334	PCT.2 P/U RD-ENGINEER & ARCHITECT SRV	31,336.22
9- 1202-431-00-122-006-0-748	PCT.2 P/U RD-OTHER EQUIPMENT	6,180.89
9- 1202-431-00-122-006-0-663	PCT.2 P/U RD-SMALL TOOLS	7.99
9- 1202-431-00-122-006-0-346	PCT.2 P/U RD-HAULING & FREIGHT SERVICES	16,183.04
9- 1202-431-00-122-006-0-841	PCT.2 P/U RD-AID TO GOVT AGENCY	115,438.45
9- 1202-431-00-122-006-0-442	PCT.2 P/U RD-EQUIP & VEHICLE RENTALS	75.00
9- 1202-431-00-122-006-0-434	PCT.2 P/U RD-VEHICLE R&M SERVICE	25.00
9- 1202-431-00-122-006-0-672	PCT.2 P/U RD-EQUIP R&M SUPPLIES	120.30
9- 1202-431-00-122-006-0-742	PCT.2 P/U RD-HEAVY EQUIPMENT	136,009.00
9- 1202-431-00-122-006-0-732	PCT.2 P/U RD-BRIDGES	675.84
9- 1202-431-00-122-006-0-536	PCT.2 P/U RD-TWO-WAY RADIO	199.00
9- 1202-431-00-122-006-0-734	PCT.2 P/U RD-SUBDIVISION STREETS	11,712.05
9- 1202-431-00-122-006-0-623	PCT.2 P/U RD-BOTTLED GAS	390.41
9- 1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORIA)-ROADS	42,030.00
9- 1202-431-00-122-027-0-711	TOWER RD (MOORE-BALLI)-ROW	16,650.00
9- 1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	12,390.54
9- 1202-431-00-122-028-0-731	S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-RD	47,390.00
9- 1202-431-00-122-028-0-841	S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-AID	38,458.31
9- 1202-431-00-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURE	8,312.10
9- 1202-431-00-122-034-0-733	PCT.2 DRAIN IMPRV PRJ-DRAINAGE DITCHES	282,036.60
9- 1202-431-00-122-035-0-711	PCT.2-INTLCL-HIDALGO-VAL-MEX DR-ROW	5,100.00
9- 1202-431-00-122-035-0-731	PCT.2-INTLCL-HIDALGO-VAL-MEX DR-RD	21,010.00
9- 1202-431-00-122-036-0-841	PCT.2-INTLCL-SAN JUAN-OWASSA-AID TO GOVT	500.00
	FUND 1202 TOTAL	1,269,877.11

9- 1203-431-00-123-004-0-601	PCT.3 RD ADM-OFFICE SUPPLIES	10.00
9- 1203-431-00-123-004-0-532	PCT.3 RD ADM-CELL PHONE	2,230.26
9- 1203-431-00-123-004-0-412	PCT.3 RD ADM-CABLE/SATELLITE TV	1,318.00
9- 1203-431-00-123-004-0-425	PCT.3 RD ADM-PEST CONTROL	120.00
9- 1203-431-00-123-004-0-665	PCT.3 RD ADM-MINOR COMPUTER EQUIPMENT	10.00
9- 1203-431-00-123-005-0-731	PCT.3 P/U RD-ROADS	145,809.58
9- 1203-431-00-123-005-0-684	PCT.3 P/U RD-TIRES & TUBES	3,935.72
9- 1203-431-00-123-005-0-604	PCT.3 P/U RD-CHEM,DRUGS,MEDS & LAB SUPPL	33.20
9- 1203-431-00-123-005-0-334	PCT.3 P/U RD-ENGINEER & ARCHITECT SRV	1,200.00
9- 1203-431-00-123-005-0-673	PCT.3 P/U RD-ROAD MATERIAL	17,878.81
9- 1203-431-00-123-005-0-671	PCT.3 P/U RD-BLDG R&M SUPPLIES	642.31
9- 1203-431-00-123-005-0-681	PCT.3 P/U RD-VEHICLE R&M SUPPLIES	3,206.24
9- 1203-431-00-123-005-0-432	PCT.3 P/U RD-EQUIP R&M SERVICE	934.30
9- 1203-431-00-123-005-0-739	PCT.3 P/U RD-OTHER STRUCTURES	7,590.62
9- 1203-431-00-123-005-0-664	PCT.3 P/U RD-OTHER MINOR EQUIPMENT	50.00
9- 1203-431-00-123-005-0-605	PCT.3 P/U RD-CLOTHING & UNIFORMS	17.99
9- 1203-431-00-123-005-0-663	PCT.3 P/U RD-SMALL TOOLS	328.73
9- 1203-431-00-123-005-0-711	PCT.3 P/U RD-ROW	28,012.75
9- 1203-431-00-123-005-0-733	PCT.3 P/U RD-DRAIN DITCHES & STRUCTURES	2,338.40
9- 1203-431-00-123-005-0-607	PCT.3 P/U RD-CLEANING & SANITATION SUPPL	2.69
9- 1203-431-00-123-005-0-683	PCT.3 P/U RD-LUBRICANTS	1,104.42
9- 1203-431-00-123-005-0-679	PCT.3 P/U RD-OTHER R&M SUPPLIES	1,182.13
9- 1203-431-00-123-005-0-442	PCT.3 P/U RD-EQUIP & VEHICLE RENTALS	74.90
9- 1203-431-00-123-005-0-339	PCT.3 P/U RD-OTHER PROFESSIONAL SERVICES	700.00
9- 1203-431-00-123-005-0-434	PCT.3 P/U RD-VEHICLE R&M SERVICE	2,349.00
9- 1203-431-00-123-005-0-623	PCT.3 P/U RD-BOTTLED GAS	650.30
9- 1203-431-00-123-005-0-672	PCT.3 P/U RD-EQUIP R&M SUPPLIES	4,629.42
9- 1203-431-00-123-005-0-613	PCT.3 P/U RD-SAFETY SUPPLIES	294.71

9- 1203-431-00-123-005-0-734	PCT.3 P/U RD-SUBDIVISION STREETS	112,910.84
9- 1203-431-00-123-005-0-421	PCT.3 P/U RD-DISPOSA	70.00
9- 1203-431-00-123-005-0-536	PCT.3 P/U RD-TWO-WAY RADIO	888.00
9- 1203-431-00-123-005-0-732	PCT.3 P/U RD-BRIDGES	50,421.00
9- 1203-431-00-123-007-0-731	PCT.3 LATERAL ROAD-ROADS	-
9- 1203-431-00-123-025-0-334	PCT.3 ROADWAY SYS STUDY-ENGINEER & ARCH	2,038.63
9- 1203-431-00-123-049-0-742	PCT.3 DRAIN IMPRV PRJ-HEAVY EQUIP	539,140.14
	FUND 1203 TOTAL	932,123.09

9- 1204-431-00-124-005-0-442	PCT.4 RD ADM-EQUIP & VEHICLE RENTALS	72.55
9- 1204-431-00-124-005-0-601	PCT.4 RD ADM-OFFICE SUPPLIES	264.31
9- 1204-431-00-124-005-0-661	PCT.4 RD ADM-MINOR OFFICE EQUIPMENT	167.98
9- 1204-431-00-124-005-0-602	PCT.4 RD ADM-PAPER SUPPLIE	331.79
9- 1204-431-00-124-005-0-666	PCT.4 RD ADM-MINOR OFFICE FURNITURE	6,071.54
9- 1204-431-00-124-007-0-673	PCT.4 P/U RD-ROAD MATERIAL	10,895.26
9- 1204-431-00-124-007-0-664	PCT.4 P/U RD-OTHER MINOR EQUIPMENT	1,349.95
9- 1204-431-00-124-007-0-339	PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES	1,196.18
9- 1204-431-00-124-007-0-334	PCT.4 P/U RD-ENGINEER & ARCHITECT SRV	2,710.00
9- 1204-431-00-124-007-0-679	PCT.4 P/U RD-OTHER R&M SUPPLIES	2,319.11
9- 1204-431-00-124-007-0-663	PCT.4 P/U RD-SMALL TOOLS	238.31
9- 1204-431-00-124-007-0-432	PCT.4 P/U RD-EQUIP R&M SERVICE	2,143.14
9- 1204-431-00-124-007-0-605	PCT.4 P/U RD-CLOTHING & UNIFORMS	125.00
9- 1204-431-00-124-007-0-731	PCT.4 P/U RD-ROADS	12,850.52
9- 1204-431-00-124-007-0-890	PCT.4 P/U RD-OTH	5,400.00
9- 1204-431-00-124-007-0-683	PCT.4 P/U RD-LUBRICANTS	1,947.82
9- 1204-431-00-124-007-0-442	PCT.4 P/U RD-EQUIP & VEHICLE RENTALS	39.27
9- 1204-431-00-124-007-0-434	PCT.4 P/U RD-VEHICLE R&M SERVICE	780.90
9- 1204-431-00-124-007-0-672	PCT.4 P/U RD-EQUIP R&M SUPPLIES	3,658.25
9- 1204-431-00-124-007-0-674	PCT.4 P/U RD-PIPE	14,442.23
9- 1204-431-00-124-007-0-681	PCT.4 P/U RD-VEHICLE R&M SUPPLIES	1,945.85
9- 1204-431-00-124-007-0-734	PCT.4 P/U RD-SUBDIVISION STREETS	2,049.36
9- 1204-431-00-124-007-0-532	PCT.4 P/U RD-CELL PHONE	731.90
9- 1204-431-00-124-007-0-613	PCT.4 P/U RD-SAFETY SUPPLIES	281.79
9- 1204-431-00-124-007-0-425	PCT.4 P/U RD-PEST CONTROL	60.00
9- 1204-431-00-124-007-0-536	PCT.4 P/U RD-TWO-WAY RADIO	942.98
9- 1204-431-00-124-007-0-780	PCT.4 P/U RD-CAPITAL LEASE	241.02
9- 1204-431-00-124-036-0-733	PCT.4 P/U RD-DRAIN DITCHES & STRUCTURES	105,154.40
9- 1204-431-00-124-036-0-663	PCT.4 DRAIN IMPRV PRJ-SMALL TOOLS	439.60
9- 1204-431-00-124-036-0-664	PCT.4 DRAIN IMPRV PRJ-OTHER MINOR EQUIPM	4,234.18
9- 1204-431-00-124-036-0-748	PCT.4 DRAIN IMPRV PRJ-OTHER EQUIPMENT	5,880.79
9- 1204-431-00-124-036-0-713	PCT.4 DRAIN IMPRV PRJ-EASEMENTS	11,950.00
9- 1204-431-00-124-036-0-719	PCT.4 DRAIN IMPRV PRJ-OTHER LAN	751,655.00
9- 1204-431-00-124-036-0-679	PCT.4 DRAIN IMPRV PRJ-OTHER R&M SUPPLIES	59.85
	FUND 1204 TOTAL	952,630.83

9- 1211-452-00-121-013-0-442	PARKS PCT.1-EQUIP & VEHICLE RENTALS	310.00
9- 1211-452-00-121-013-0-681	PARKS PCT.1-VEHICLE R&M SUPPLIES	188.77
9- 1211-452-00-121-013-0-607	PARKS PCT.1-CLEANING & SANITATION SUPPL	624.18
9- 1211-452-00-121-013-0-664	PARKS PCT.1-OTHER MINOR EQUIPMENT	67.96
9- 1211-452-00-121-013-0-671	PARKS PCT.1-BLDG R&M SUPPLIES	4,161.74
9- 1211-452-00-121-013-0-601	PARKS PCT.1-OFFICE SUPPLIES	281.32
9- 1211-452-00-121-013-0-679	PARKS PCT.1-OTHER R&M SUPPLIES	1,327.22
9- 1211-452-00-121-013-0-609	PARKS PCT.1-AGRICULTURAL & LANDSCAPING	140.00
9- 1211-452-00-121-013-0-605	PARKS PCT.1-CLOTHING & UNIFORMS	44.85
9- 1211-452-00-121-013-0-739	PARKS PCT.1-OTHER STRUCTURES	304.92
9- 1211-452-00-121-013-0-350	PARKS PCT.1-CONTRACTUAL SERVICES	10,725.00
9- 1211-452-00-121-013-0-432	PARKS PCT.1-EQUIP R&M SERVICE	70.00
9- 1211-452-00-121-013-0-684	PARKS PCT.1-TIRES & TUBES	359.56
9- 1211-452-00-121-013-0-584	PARKS PCT.1-REGISTRATION FEES	98.00

9- 1211-452-00-121-013-0-672	PARKS PCT.1-EQUIP R&M SUPPLIES	568.14
9- 1211-452-00-121-013-0-623	PARKS PCT.1-BOTTLED GAS	99.33
9- 1211-452-00-121-013-0-613	PARKS PCT.1-SAFETY SUPPLIES	335.34
	FUND 1211 TOTAL	19,706.33
9- 1212-452-00-122-008-0-432	PARKS PCT.2-EQUIP R&M SERVICE	967.81
9- 1212-452-00-122-008-0-739	PARKS PCT.2-OTHER STRUCTURES	564,050.97
9- 1212-452-00-122-008-0-350	PARKS PCT.2-CONTRACTUAL SERVICES	2,400.74
9- 1212-452-00-122-008-0-748	PARKS PCT.2-OTHER EQUIPMENT	10,526.37
9- 1212-452-00-122-008-0-720	PARKS PCT.2-BUILDINGS	126,250.00
9- 1212-452-00-122-008-0-425	PARKS PCT.2-PEST CONTROL	530.00
9- 1212-452-00-122-008-0-434	PARKS PCT.2-VEHICLE R&M SERVICE	34.50
	FUND 1212 TOTAL	704,760.39
9- 1213-452-00-123-008-0-611	PARKS PCT.3-POLICE SUPPLIES	152.03
9- 1213-452-00-123-008-0-442	PARKS PCT.3-EQUIP & VEHICLE RENTALS	528.35
9- 1213-452-00-123-008-0-601	PARKS PCT.3-OFFICE SUPPLIES	29.18
9- 1213-452-00-123-008-0-679	PARKS PCT.3-OTHER R&M SUPPLIES	53.97
9- 1213-452-00-123-008-0-671	PARKS PCT.3-BLDG R&M SUPPLI	16.00
9- 1213-452-00-123-008-0-532	PARKS PCT.3-CELL PHONE	349.15
9- 1213-452-00-123-008-0-672	PARKS PCT.3-EQUIP R&M SUPPLIES	467.41
9- 1213-452-00-123-008-0-421	PARKS PCT.3-DISPOSAL	132.43
9- 1213-452-00-123-008-0-536	PARKS PCT.3-TWO-WAY RADIO	120.00
	FUND 1213 TOTAL	1,848.52
9- 1214-452-00-124-009-0-609	PARKS PCT.4-AGRICULTURAL & LANDSCAPING	576.70
9- 1214-452-00-124-009-0-532	PARKS PCT.4-CELL PHONE	143.83
9- 1214-452-00-124-009-0-536	PARKS PCT.4-TWO-WAY RADIO	84.00
	FUND 1214 TOTAL	804.53
9- 1220-421-00-280-004-0-583	SHERIFF LEOSE-TRAVEL OUT OF COUNTY	180.00
	FUND 1214 TOTAL	180.00
9- 1222-412-00-080-006-0-336	DA BAD CK-COMPUTER SERVICES	20.00
9- 1222-412-00-080-006-0-434	DA BAD CK-VEHICLE R&M SERVICE	378.00
9- 1222-412-00-080-006-0-640	DA BAD CK-REFERENCE MATERIALS	98.97
9- 1222-412-00-080-006-0-630	DA BAD CK-FOOD	132.42
	FUND 1222 TOTAL	629.39
9- 1230-421-00-293-010-0-611	CONST PCT.3 INVESTIG HB65-POLICE SUPPL	927.70
	FUND 1230 TOTAL	927.70
9- 1237-415-40-180-003-0-601	CC REC MGMT-OFFICE SUPPLIE	24.95
	FUND 1237 TOTAL	24.95
-412-00-090-003-0-350 9- 1238-415-40-180-004-0-350	D.C. Co. Rec. Mgmt. ~~COUNTY~~ RECORDS MGMT-CONTRACTUAL SERVICES	1,484.00
	FUND 1238 TOTAL	1,484.00
9- 1241-421-23-115-044-0-432	COURTHOUSE SECURITY-EQUIP R&M SERVICE	1,000.00
9- 1241-421-23-115-044-0-611	COURTHOUSE SECURITY-POLICE SUPPLIES	54.50
	FUND 1241 TOTAL	1,054.50

9- 1247-412-50-100-001-0-431	LAW LIBRARY-BLDG R&M SERVICE	1,558.70
9- 1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	198.35
9- 1247-412-50-100-001-0-601	LAW LIBRARY-OFFICE SUPPLIE	14.99
9- 1247-412-50-100-001-0-780	LAW LIBRARY-CAPITAL LEASES	171.00
	FUND 1247 TOTAL	1,943.04
	SPECIAL REVENUE FUNDS TOTAL	**4,522,982.78**
9- 2201-415-00-115-009-0-601	DBM-HEALTH INS ADM-OFFICE SUPPLIES	4.00
9- 2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	453.66
	FUND 2201 TOTAL	457.66
9- 2202-419-50-115-065-0-431	DBM-W/C DIV-BLDG R&M SERVICE	169.53
9- 2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	372.04
	FUND 2202 TOTAL	541.57
	INTERNAL SERVICE FUNDS TOTAL	**999.23**
	TOTAL BUDGET INCREASE REQUEST	4,523,982.01

REASON: TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2009 DURING THE CLOSE-OUT PROCESS FOR YEAR 2008.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

DEPT. HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

AI-14004 **20.C.6.**

Constable Pct. 4: LEOSE - Appropriation of funds

CC REGULAR

Date:	02/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Constable Pct. 4 (1220):
Approval of 2008 appropriation of funds for Constable Pct. 4 in the amount of $116.45 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1220-421-00-294-002-0-583

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

BUDGETARY IMPACT:

$116.45 to be appropriated in "Out of County-Travel" object code 583 for LEOSE fund.

Additional funds of $63.95 available pending line item transfer, refer to AI #14003.
As per Angelica Tapia, interest earned currently in unreserved fund balance can be appropriated for calendar 2008.

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/12/2009 02:43 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:09 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/13/2009 03:52 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Sylvia Solis Started On: 02/12/2009 01:53 PM

Final Approval Date: 02/13/2009

DATE: February 10, 2009

2008
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Constable Pct. 4 (1220)

ACCOUNT NUMBER: 8-1220-421-00-294-002-0-583

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1220-421-00-294-002-0-583	Constable Pct. 4 -LEOSE - Travel Out of County	116.45
	TOTAL BUDGET INCREASE (DECREASE)	**116.45**

REASON: To fund 2008 year end expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14002 **20.C.7.**

Constable Pct. 5: LEOSE - Appropriation of funds

CC REGULAR

Date:	02/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Constable Pct. 5 (1220):
Approval of 2008 appropriation of funds for Constable Pct. 5 in the amount of $120.95 to fund year end expenditures.

BACKGROUND

$120.95 to be appropriated in "Travel-Out of County" object code 583 for LEOSE fund (1220).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1220-421-00-295-002-0583

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

BUDGETARY IMPACT:

$120.95 to be appropriated in "Out of County-Travel" object code 583 for LEOSE Fund. As per Angelica Tapia, interest earned currently in unreserved fund balance can be appropriated for calendar year 2008.

Attachments

Link: Appropriation Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/12/2009 02:43 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/13/2009 03:55 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Sylvia Solis Started On: 02/12/2009 01:11 PM

Final Approval Date: 02/13/2009

DATE: February 10, 2009

2008
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Constable Pct. 5 (1220)

ACCOUNT NUMBER: 8-1220-421-00-295-002-0-583

Contact Person: Sylvia V. Solis **Ph#** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1220-421-00-295-002-0-583	Constable Pct. 5 - LEOSE-Travel Out of County	120.95
	TOTAL BUDGET INCREASE (DECREASE)	**120.95**

REASON: To fund 2008 year end expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13995 **20.C.8.**

2009 BA for PCT.2 DRAIN IMPRV PRJ (1202)

CC REGULAR

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	PCT.2 DRAIN IMPRV PRJ (1202)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Precinct 2 Drainage Improvement Project (1202):
Approval of 2009 appropriation of funds for Precinct 2 Drainage Improvement Project (1202) in the amount of $6,000.00 to fund Work Authorization #3 (AI-13949).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-034-0-733

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

BUDGETARY IMPACT:

Account currently shows a negative balance due to 2008 carry over of POs, auditor's currently working on appropriation in funding in 2009. Funding available as of 2/12/09.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/12/2009 10:48 AM	APRV
2	Roland Garcia	Rolando Garcia	02/12/2009 11:53 AM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Dale Kennan Started On: 02/12/2009 08:52 AM

Final Approval Date: 02/13/2009

DATE: February 12, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for S.MCCOLL(DICKER-ORNGWD&0.5M

ACCOUNT NUMBER: 9-1202-431-00-122-034-0-733

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-028-0-733	S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-DRA	6,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 6,000.00

REASON: To appropriate funding in the amount of $6,000.00 into S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-DRA to cover the pending Work Authorization #3 with Raba-Kistner for Precinct 2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14017 **20.C.9.**

2009 BA for Self Funded Workers' Comp (2202)

CC REGULAR

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Self Funded Workers' Comp (2202)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Self Funded Workers' Comp (2202):
Approval of 2009 appropriations of funds for Drainage District #1 Workers' Compensation (2202) in the amount of $146,423.56 to refund a check received in error in a prior year (previously approved this settlement amount on 24.I. on CC 5/27/08).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2202-419-50-115-061-0-890

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

BUDGETARY IMPACT:

Appropriation in the amount of $146,423.56. Funding available for appropriation as of 2/12/09

Attachments

Link: BA for DD1 W/C

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 07:46 AM	APRV
2	Rey Salazar	Rey Salazar	02/13/2009 10:11 AM	APRV
3	Roland Garcia	Rolando Garcia	02/13/2009 11:54 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Dale Kennan Started On: 02/12/2009 05:24 PM

Final Approval Date: 02/13/2009

DATE: February 12, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Self-Funded Workers' Comp Fund (12202)

ACCOUNT NUMBER: 9-2202-419-50-115-061-0-890

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-2202-419-50-115-061-0-890	DD 1 W/C-OTHER	146,423.56
	TOTAL BUDGET INCREASE (DECREASE)	$ 146,423.56

REASON: To appropriate funding in the amount of $146,423.56 into DD 1 W/C-OTHER to refund a check received in error from prior year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14037 **20.D.1.**

New Positions

CC REGULAR

Date:	02/17/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Renan Ramirez
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

IT Dept. (1100):
A. Approval to create two (2) regular fulltime Multimedia Specialist positions, slot no.0029 and 0030 budgeted at $40,000.00 per year.
B. Approval to create two (2) regular fulltime IT Project Specialist positions, slot no.0031 and 0032 budgeted at $32,500.00 per year.
C. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** UNDETERMINED

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

BUDGETARY IMPACT:

FUNDING: UNDETERMINED

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/13/2009 03:12 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 04:51 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/13/2009 05:22 PM	APRV
4	Budget & Management		02/13/2009 05:44 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/13/2009 02:28 PM

Final Approval Date: 02/13/2009

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioners' Court**
From: **Raul Silguero Jr., Budget Officer**
CC Date: **Tuesday, February 17, 2009**

Agenda Item: **14037**

Summary of request/proposal: IT Department is requesting approval to create two (2) regular fulltime Multimedia Specialist positions, slot no.0029 and 0030 budgeted at $40,000.00 per year and two (2) regular fulltime IT Project Specialist positions, slot no.0031 and 0032 budgeted at $32,500.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	MULTIMEDIA SPECIALIST	0029	113	0.00	40,000.00	40,000.00
1100	MULTIMEDIA SPECIALIST	0030	113	0.00	40,000.00	40,000.00
1100	IT PROJECT SPECIALIST	0031	113	0.00	32,500.00	32,500.00
1100	IT PROJECT SPECIALIST	0032	113	0.00	32,500.00	32,500.00
				0.00	0.00	0.00
	Total:			**0.00**	**145,000.00**	**145,000.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-00-200-001-0	113	IT DEPT	REGULAR FULL TIME	126,666.67
9-1100-415-00-200-001-0	211	IT DEPT	HEALTH INSURANCE	14,550.08
9-1100-415-00-200-001-0	212	IT DEPT	LIFE INSURANCE	94.36
9-1100-415-00-200-001-0	220	IT DEPT	FICA	9,690.00
9-1100-415-00-200-001-0	230	IT DEPT	RETIREMENT	11,425.33
9-1100-415-00-200-001-0	250	IT DEPT	UNEMPLOYMENT COMP	633.33
9-1100-415-00-200-001-0	260	IT DEPT	WORKER'S COMP	253.33
			2009 Budgetary Impact	**163,313.10**

2010 Budgetary Impact: $ 170,368.82

Possible Funding Sources: Undetermined

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-415-00-200-001-0

AI - 14037

INFORMATION TECHNOLOGY

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	112	CHF INF OFFCR	80,392.00	0.00	80,392.00	0.05	4,019.60	0.00	84,411.60	84,412.00	540.00	0.00	0.00	8,000.00	0.00	92,952.00
2	113	INFO SYSTEM ADMIN	71,000.00	0.00	71,000.00	0.05	3,550.00	0.00	74,550.00	74,550.00	660.00	0.00	0.00	4,800.00	0.00	80,010.00
3	113	TECHNICIAN V	57,276.00	0.00	57,276.00	0.05	2,863.80	0.00	60,139.80	60,140.00	300.00	0.00	0.00	2,400.00	0.00	62,840.00
4	113	MULTI MEDIA COORDINATOR	57,200.00	0.00	57,200.00	0.05	2,860.00	0.00	60,060.00	60,060.00	0.00	0.00	0.00	0.00	0.00	60,060.00
5	113	APPLICATION DEVELOPER III	52,500.00	0.00	52,500.00	0.05	2,625.00	0.00	55,125.00	55,125.00	0.00	0.00	0.00	0.00	0.00	55,125.00
6	113	APPLICATION DEVELOPER III	52,500.00	0.00	52,500.00	0.05	2,625.00	0.00	55,125.00	55,125.00	0.00	0.00	0.00	0.00	0.00	55,125.00
7	113	TECHNICIAN IV	46,726.00	0.00	46,726.00	0.05	2,336.30	0.00	49,062.30	49,062.00	540.00	0.00	0.00	0.00	0.00	49,602.00
8	113	TELECOMM MGR	43,522.00	0.00	43,522.00	0.05	2,176.10	0.00	45,698.10	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
9	113	TECHNICIAN III	37,000.00	0.00	37,000.00	0.05	1,850.00	0.00	38,850.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
10	113	TECHNICIAN IV	40,000.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
12	113	TECHNICAL ASSISTANT	33,643.00	0.00	33,643.00	0.05	1,682.15	0.00	35,325.15	34,755.00	0.00	0.00	0.00	0.00	0.00	34,755.00
13	113	TECHNICAL ASSISTANT	33,096.00	0.00	33,096.00	0.05	1,654.80	0.00	34,750.80	34,751.00	1,080.00	0.00	0.00	0.00	0.00	35,831.00
14	113	TECHNICIAN IV	40,000.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00	42,000.00	480.00	0.00	0.00	0.00	0.00	42,480.00
15	113	ADMIN ASST II	32,018.00	0.00	32,018.00	0.05	1,600.90	0.00	33,618.90	33,619.00	0.00	0.00	0.00	0.00	0.00	33,619.00
17	113	TECHNICIAN I	28,588.00	0.00	28,588.00	0.05	1,429.40	570.60	30,588.00	30,588.00	0.00	0.00	0.00	0.00	0.00	30,588.00
18	113	ADMINISTRATIVE ASSISTANT II	30,000.00	0.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
19	113	TECHNICIAN I	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
20	113	TECHNICIAN I	22,500.00	0.00	22,500.00	0.05	1,125.00	875.00	24,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	113	TECHNICIAN I	22,500.00	0.00	22,500.00	0.05	1,125.00	875.00	24,500.00	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00
22	113	PROJECTS MANAGER	44,500.00	0.00	44,500.00	0.05	2,225.00	0.00	46,725.00	46,725.00	360.00	0.00	0.00	3,600.00	0.00	50,685.00
23	113	PROJECTS SPECIALIST II	34,500.00	0.00	34,500.00	0.05	1,725.00	0.00	36,225.00	36,225.00	0.00	0.00	0.00	3,600.00	0.00	39,825.00
24	113	IT SECURITY ENGINEER	34,500.00	0.00	34,500.00	0.05	1,725.00	0.00	36,225.00	34,000.00	0.00	0.00	0.00	0.00	0.00	34,000.00
25	113	GIS OPERATOR	48,204.00	0.00	48,204.00	0.05	2,410.20	0.00	50,614.20	50,614.00	0.00	0.00	0.00	0.00	0.00	50,614.00
26	113	GIS OPERATOR ASSISTANT	27,756.00	0.00	27,756.00	0.05	1,387.80	612.20	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
27	113	TECHNICIAN II	26,645.00	0.00	26,645.00	0.05	1,332.25	667.75	28,645.00	28,645.00	0.00	0.00	0.00	0.00	0.00	28,645.00
28	113	IT OPERATIONS ADMINISTRATOR	64,892.00	0.00	64,892.00	0.05	3,244.60	0.00	68,136.60	68,137.00	0.00	0.00	0.00	0.00	0.00	68,137.00
29	**113**	**MULTI MEDIA SPECIALIST**	**0.00**	**40,000.00**	**40,000.00**	**0**	**0.00**	**0.00**	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
30	**113**	**MULTI MEDIA SPECIALIST**	**0.00**	**40,000.00**	**40,000.00**	**0**	**0.00**	**0.00**	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
31	**113**	**IT PROJECT SPECIALIST**	**0.00**	**32,500.00**	**32,500.00**	**0**	**0.00**	**0.00**	**32,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
32	**113**	**IT PROJECT SPECIALIST**	**0.00**	**32,500.00**	**32,500.00**	**0**	**0.00**	**0.00**	**32,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,083,458.00	145,000.00	1,228,458.00		54,172.90	5,000.55	1,287,631.45	1,107,789.00	3,960.00	0.00	0.00	22,400.00	0.00	1,134,149.00

Approval to create two (2) regular fulltime Multimedia Specialist positions, slot no.0029 and 0030 budgeted at $40,000.00 per year and two (2) regular fulltime IT Project Specialist positions, slot no.0031 and 0032 budgeted at $32,500.00 per year. Pending CC approval

AI-14036 **20.D.2.**

New Position

CC REGULAR

Date:	02/17/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Judge JD Salinas
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

County Judge (1100):
A. Approval to create one (1) regular fulltime Research Specialist I position, slot no.0028 budgeted at $42,000.00 per year.
B. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding undetermined.

Attachments

Link: FISCAL NOTE

Link: REVISED SALARY SCHEDULE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/13/2009 03:11 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 05:26 PM	APRV
3	Budget & Management		02/13/2009 05:44 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/13/2009 02:15 PM

Final Approval Date: 02/13/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, February 17, 2009 **Agenda Item:** 14036

Summary of request/proposal:
Approval to create one (1) regular fulltime Research Specialist I position, slot no.0028 budgeted at $42,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	RESEARCH SPECIALIST I	0028	113	0.00	42,000.00	42,000.00
				0.00	42,000.00	42,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-413-00-110-006-0	113	CO JUDGE -	PERM F/T EMPLOYEES	$41,034.48
9-1100-413-00-110-006-0	211	CO JUDGE -	HEALTH INSURANCE	$4,068.28
9-1100-413-00-110-006-0	212	CO JUDGE -	LIFE INSURANCE	$26.38
9-1100-413-00-110-006-0	220	CO JUDGE -	FICA	$3,139.14
9-1100-413-00-110-006-0	230	CO JUDGE -	RETIREMENT	$3,701.31
9-1100-413-00-110-006-0	250	CO JUDGE -	UNEMPLOYMENT COMP	$205.17
9-1100-413-00-110-006-0	260	CO JUDGE -	WORKER'S COMP	$4,050.10
			2009 Budgetary Impact	$56,224.86

2010 Budgetary Impact: $57,547.80

Possible Funding Sources: **Undetermined**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-413-00-110-006-0

AI - 14036

CO JUDGE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	COUNTY JUDGE	109,200.00	0.00	109,200.00	0.05	5,460.00	0.00	114,660.00	114,660.00	0.00	0.00	0.00	8,000.00	0.00	122,660.00
2	113	CHIEF ADMINISTRATOR	77,562.00	0.00	77,562.00	0.05	3,878.10	0.00	81,440.10	81,440.00	0.00	0.00	0.00	5,400.00	0.00	86,840.00
3	113	ASST CHIEF ADMIN	72,696.00	0.00	72,696.00	0.05	3,634.80	0.00	76,330.80	76,331.00	1,200.00	0.00	0.00	0.00	0.00	77,531.00
4	113	ECONOMIC DEVELOP COORDINATOR	67,600.00	0.00	67,600.00	0.05	3,380.00	0.00	70,980.00	70,980.00	0.00	0.00	0.00	5,400.00	0.00	76,380.00
6	113	ADMINISTRATIVE ASSISTANT	52,000.00	0.00	52,000.00	0.05	2,600.00	0.00	54,600.00	54,600.00	300.00	0.00	0.00	0.00	0.00	54,900.00
7	113	ADMINISTRATIVE AIDE II	27,482.00	7,518.00	35,000.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
11	113	EXECUTIVE ASST	46,340.00	0.00	46,340.00	0.05	2,317.00	0.00	48,657.00	48,657.00	420.00	0.00	0.00	0.00	0.00	49,077.00
12	113	ADMINISTRATIVE ASSISTANT	44,720.00	0.00	44,720.00	0.05	2,236.00	0.00	46,956.00	46,956.00	0.00	0.00	0.00	0.00	0.00	46,956.00
18	113	ADMINISTRATIVE AIDE II	42,901.00	0.00	42,901.00	0.05	2,145.05	0.00	45,046.05	45,046.00	300.00	0.00	0.00	0.00	0.00	45,346.00
20	113	ADMINISTRATIVE AIDE II	28,581.00	0.00	28,581.00	0.05	1,429.00	4,990.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
24	113	ADMINISTRATIVE ASSISTANT	49,920.00	0.00	49,920.00	0.05	2,496.00	0.00	52,416.00	48,657.00	300.00	0.00	0.00	0.00	0.00	48,957.00
25	113	ADMINISTRATIVE AIDE I	24,960.00	0.00	24,960.00	0.05	1,248.00	752.00	26,960.00	26,960.00	0.00	0.00	0.00	0.00	0.00	26,960.00
26	113	ECONOMIC DEVELOPMENT PLANNER	0.00	46,800.00	46,800.00	0.05	2,340.00	0.00	49,140.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
27	113	ECONOMIC DEVELOPMENT PLANNER	0.00	56,000.00	56,000.00	0.05	2,800.00	0.00	58,800.00	58,800.00	0.00	0.00	0.00	0.00	0.00	58,800.00
28	**113**	**RESEARCH SPECIALIST I**	**0.00**	**42,000.00**	**42,000.00**	**0**	**0.00**	**0.00**	**42,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			643,962.00	110,318.00	754,280.00		35,963.95	5,742.00	795,985.95	792,227.00	2,520.00	0.00	0.00	18,800.00	0.00	813,547.00

Approval to create one (1) regular fulltime Research Specialist I position, slot no.0028 budgeted at $42,000.00 per year. Pending CC approval

AI-14031 **20.D.3.**

New Position

CC REGULAR

Date:	02/17/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	J.P. Espinoza
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

J.P 4/PL 1 (1100):
A. Approval to create one (1) regular fulltime Court Clerk position, slot no.0008 budgeted at $19,640.00 per year.
B. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/13/2009 03:11 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 04:51 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/13/2009 05:29 PM	APRV
4	Budget & Management		02/13/2009 05:44 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/13/2009 01:42 PM

Final Approval Date: 02/13/2009

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioners' Court**
From: **Raul Silguero Jr., Budget Officer**
CC Date: **Tuesday, February 17, 2009**

Agenda Item: **14031**

Summary of request/proposal: JP 4/PL 1 is requesting one (1) regular fulltime Court Clerk position, slot no.0008 budgeted at $19,640.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	Court Clerk	0008	113	0.00	19,640.00	19,640.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
	Total:			**0.00**	**19,640.00**	**19,640.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-00-067-001-0	113	JP 4/PL1	REGULAR FULL TIME	17,156.78
9-1100-412-00-067-001-0	211	JP 4/PL1	HEALTH INSURANCE	3,637.52
9-1100-412-00-067-001-0	212	JP 4/PL1	LIFE INSURANCE	23.59
9-1100-412-00-067-001-0	220	JP 4/PL1	FICA	1,312.49
9-1100-412-00-067-001-0	230	JP 4/PL1	RETIREMENT	1,547.54
9-1100-412-00-067-001-0	250	JP 4/PL1	UNEMPLOYMENT COMP	85.78
9-1100-412-00-067-001-0	260	JP 4/PL1	WORKER'S COMP	34.31
			2009 Budgetary Impact	**23,798.01**

2010 Budgetary Impact: $ 26,616.21

Possible Funding Sources: **Undetermined**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-412-00-067-001-0

AI - 14031

J.P. 4/PL 1

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	J.P.	54,943.00	0.00	54,943.00	0.05	2,747.00	17,310.00	75,000.00	75,000.00	0.00	0.00	0.00	8,000.00	0.00	83,000.00
2	113	COURT COORDINATOR	35,119.00	0.00	35,119.00	0.05	1,755.95	0.00	36,874.95	35,800.00	600.00	0.00	0.00	0.00	0.00	36,400.00
3	113	ASST COURT ASST.	27,674.00	0.00	27,674.00	0.05	1,383.70	616.30	29,674.00	29,674.00	420.00	0.00	0.00	0.00	0.00	30,094.00
4	113	ASST CRT COOR	27,674.00	0.00	27,674.00	0.05	1,383.70	616.30	29,674.00	29,674.00	420.00	0.00	0.00	0.00	0.00	30,094.00
5	113	COURT CLERK	23,932.00	0.00	23,932.00	0.05	1,196.60	803.40	25,932.00	25,932.00	0.00	0.00	0.00	0.00	0.00	25,932.00
6	113	COURT CLERK	23,932.00	0.00	23,932.00	0.05	1,196.60	803.40	25,932.00	25,932.00	0.00	0.00	0.00	0.00	0.00	25,932.00
7	113	COURT CLERK	17,640.00	0.00	17,640.00	0.05	882.00	1,118.00	19,640.00	19,640.00	0.00	0.00	0.00	0.00	0.00	19,640.00
8	**113**	**COURT CLERK**	**0.00**	**19,640.00**	**19,640.00**	**0**	**0.00**	**0.00**	**19,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**19,640.00**
			210,914.00	0.00	210,914.00		10,545.55	21,267.40	242,726.95	241,652.00	1,440.00	0.00	0.00	8,000.00	0.00	251,092.00

Approval to create one (1) regular fulltime Court Clerk position, slot no.0008 budgeted at $19,640.00 per year. Pending CC approval

AI-14030 **20.D.4.**

New Position

CC REGULAR

Date:	02/17/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct. 1 (1100):
A. Approval to create three (3) regular fulltime Deputy Constable entry level positions, slot no.0009, 0010 and 0011.
B. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding undetermined.

Attachments

Link: FISCAL NOTE

Link: REVISED SALARY SCHEDULE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/13/2009 03:11 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 05:25 PM	APRV
3	Budget & Management		02/13/2009 05:44 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/13/2009 01:37 PM

Final Approval Date: 02/13/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, February 17, 2009 **Agenda Item:** 14030

Summary of request/proposal:
Constable Pct. 1 is requesting three (3) regular fulltime Deputy Constable entry level positions, slot no. 0009, 0010 and 0011.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Deputy Constable	0009	113	0.00	36,480.00	36,480.00
1100	Deputy Constable	0010	113	0.00	36,480.00	36,480.00
1100	Deputy Constable	0011	113	0.00	36,480.00	36,480.00
				0.00	109,440.00	109,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-421-00-291-001-0	113	CONSTABLE PCT. 1 -	PERM F/T EMPLOYEES	$122,400.00
9-1100-421-00-291-001-0	211	CONSTABLE PCT. 1 -	HEALTH INSURANCE	$13,971.32
9-1100-421-00-291-001-0	212	CONSTABLE PCT. 1 -	LIFE INSURANCE	$90.59
9-1100-421-00-291-001-0	220	CONSTABLE PCT. 1 -	FICA	$9,363.60
9-1100-421-00-291-001-0	230	CONSTABLE PCT. 1 -	RETIREMENT	$11,040.48
9-1100-421-00-291-001-0	250	CONSTABLE PCT. 1 -	UNEMPLOYMENT COMP	$612.00
9-1100-421-00-291-001-0	260	CONSTABLE PCT. 1 -	WORKER'S COMP	$12,080.88
			2009 Budgetary Impact	$169,558.87

2010 Budgetary Impact: **$151,605.58**

Possible Funding Sources: **Undetermined**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-421-00-291-001-0

AI - 14030

CONSTABLE PCT. 1

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	CONSTABLE	54,340.00	0.00	54,340.00	0.05	2,717.00	11,133.00	68,190.00	68,190.00	0.00	0.00	600.00	8,000.00	0.00	76,790.00
2	113	CHIEF DEPUTY CONSTABLE STEP III	49,255.00	0.00	49,255.00	0	0.00	0.00	49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	0.00	51,055.00
3	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
4	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	420.00	0.00	1,200.00	0.00	0.00	46,397.00
5	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	420.00	0.00	600.00	0.00	0.00	45,797.00
7	113	DEPUTY CONSTABLE STEP II	39,330.00	0.00	39,330.00	0	0.00	0.00	39,330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	113	SECRETARY	27,756.00	0.00	27,756.00	0.05	1,387.80	612.20	29,756.00	29,756.00	660.00	0.00	0.00	0.00	0.00	30,416.00
9	**113**	**DEPUTY CONSTABLE**	**0.00**	**36,480.00**	**36,480.00**	**0**	**0.00**	**0.00**	**36,480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
10	**113**	**DEPUTY CONSTABLE**	**0.00**	**36,480.00**	**36,480.00**	**0**	**0.00**	**0.00**	**36,480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
11	**113**	**DEPUTY CONSTABLE**	**0.00**	**36,480.00**	**36,480.00**	**0**	**0.00**	**0.00**	**36,480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			349,789.00	109,440.00	459,229.00		4,104.80	11,745.20	475,079.00	281,532.00	2,700.00	0.00	4,800.00	8,000.00	0.00	297,032.00

Approval to create three (3) regular fulltime Deputy Constable entry level positions, slot no.0009, 0010 and 0011. Pending CC approval.

AI-14040 **20.D.5.**

Transfer Employee
CC REGULAR

Date:	02/17/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 3
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Constable Pct. #3:
A. Approval to transfer-in employee no. 149993 from Stop Truancy slot #0003 to Constable Pct. 3 slot #0013 and LRGVDC - Solid Waste slot #G001.
B. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

Link: Revised Salary Schedule
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/13/2009 04:00 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 04:01 PM	APRV
3	Roland Garcia		02/13/2009 05:44 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/13/2009 03:37 PM

Final Approval Date: 02/13/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1285-421-00-293-006-7

AI - 14040

LRGVDC - SOLID WASTE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	DEPUTY CONSTABLE STEP II/SOLID WASTE ENF. OFFICER	15,490.00	0.00	15,490.00	0	0.00	605.00	16,095.00	0.00	0.00	0.00	0.00	0.00	0.00	16,095.00
			15,490.00	0.00	15,490.00		0.00	605.00	16,095.00	0.00	0.00	0.00	0.00	0.00	0.00	16,095.00

EMPLOYEE (NO.149993) TRANSFER IN FROM STOP TRUANCY PENDING CC APPROVAL

HIDALGO COU
COMMISSIONER
2009 SALARY SCH

1100-421-00-293-001-0

CONSTABLE PCT. 3

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE
1	111	CONSTABLE	54,340.00	0.00	54,340.00	0.05	2,717.00
2	113	CHIEF DEPUTY CONSTABLE STEP III	49,255.00	0.00	49,255.00	0	0.00
3	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00
4	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00
5	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00
6	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00
7	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00
8	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00
9	113	DEPUTY SHERIFF	36,480.00	0.00	36,480.00	0	0.00
10	113	DEPUTY CONSTABLE STEP II	39,330.00	0.00	39,330.00	0	0.00
12	113	ADMIN ASSISTANT	31,576.00	0.00	31,576.00	0.05	1,578.80
13	113	DEPUTY CONSTABLE STEP II/SOLID WASTE ENF. OFFICER	23,840.00	0.00	23,840.00	0	0.00
14	113	CLERK	21,800.00	0.00	21,800.00	0.05	1,090.00
			516,352.00	0.00	516,352.00		5,385.80

EMPLOYEE (NO. 149993) TRANSFER IN FROM STOP TRUANCY PENDING CC APPROVAL

NTY
COURT
HEDULE

AI - 14040

OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
			Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
11,133.00	68,190.00	68,190.00	0.00	0.00	1,200.00	8,000.00	0.00	77,390.00
0.00	49,255.00	49,255.00	720.00	0.00	1,800.00	0.00	0.00	51,775.00
0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	0.00	48,677.00
0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0.00	41,800.00	41,800.00	0.00	0.00	1,800.00	0.00	0.00	43,600.00
0.00	41,800.00	41,800.00	0.00	0.00	1,200.00	0.00	0.00	43,000.00
0.00	41,800.00	41,800.00	0.00	0.00	600.00	0.00	0.00	42,400.00
0.00	36,480.00	36,480.00	0.00	0.00	1,200.00	0.00	0.00	37,680.00
(19,665.00)	19,665.00	19,665.00	0.00	0.00	1,200.00	0.00	0.00	20,865.00
0.00	33,154.80	33,155.00	0.00	0.00	0.00	0.00	0.00	33,155.00
0.00	23,840.00	0.00	0.00	0.00	1,200.00	0.00	0.00	24,435.00
910.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00	23,800.00
(7,622.00)	514,115.80	490,276.00	2,520.00	0.00	15,900.00	8,000.00	0.00	539,931.00

AI-13892 **21.A.4.**

ROADWAY LIGHT FIXTURES MAINTENANCE

CC REGULAR

Date:	02/17/2009
Submitted By:	Olga Montero, 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 reject the sole bid received with authority to re-advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) for: "Hidalgo County Pcts' 1 & 3 - Roadway Light Fixtures and Maintenance", inasmuch as sole bid was incomplete and thus cannot be considered. RFB NO. 2009-09-03-11-otm

BACKGROUND

(1) Precincts' want to expand the participation
(2) Draft Contract was previously approved by legal counsel
(3) Proposed Schedule of Events:1st advertisement - Feb. 21, 2009
2nd advertisement - Feb 28, 2009
(4) Bid Opening Date: March 11, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-031-0-841

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

BUDGETARY IMPACT:

Available Balance as of 2-11-09 $12.98.

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-030-0-841

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

BUDGETARY IMPACT:

Available Balance as of 2-11-09 $1,000.00.

Attachments

Link: DRAFT SERVICE CONTRACT

Link: DRAFT SPECIFICATIONS

Link: LEGAL NOTICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	02/10/2009 10:52 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 11:09 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 02:51 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Olga Montero

Started On: 02/09/2009 04:48 PM

Final Approval Date: 02/13/2009

DRAFT

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-095-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{ROADWAY LIGHT FIXTURES MAINTENANCE}** for Hidalgo County (Precincts Nos. 1 & 3) (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 agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for **"ROADWAY LIGHT FIXTURES MAINTENANCE."** 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.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning _____ and ending on_____ and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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 the next contract term.

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

DRAFT

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

DRAFT

Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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.

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WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

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Exhibit "A"
HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm
March 11, 2009

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for "**ROADWAY LIGHT FIXTURES MAINTENANCE**", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

The term of the contract shall be for a period of one year with the County's option to renew for an additional year under the same rates, 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 unforseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E,F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

EXHIBIT "A"--SPECIFICATIONS DRAFT

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

6. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "as needed basis only".

8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

10. The following price schedule will be utilized throughout the agreement period to pay for services.

11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

15. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County Precinct No. 2.

16. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.

17. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.

18. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
Attn: Olga T. Montero, Buyer
2802 S, Business Hwy. 281-New Administration Bldg.
Edinburg, Texas 78539

19. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email: olga.montero@co.hidalgo.tx.us by no later than Wednesday, MARCH 4, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, MARCH 6, 2009.

CLARIFICATION: Traffic control is to be included in all costs bid and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

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HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

EXHIBIT "B"

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm

BID PAGE

Item	Qty.	Description	Unit Cost
01.		LANE CLOSURE	$
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	$
03.		REPLACE WIRE AND FUSES	$
04.		REMOVE AND REPLACE PHOTO CELLS	$
05.		REMOVE AND REPLACE LAMPS	$
06.		REMOVE AND REPLACE BALLASTS	$
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: $_____ **Per foot**

Rocky: $_____ **Per foot**

EXHIBIT "B"

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:
Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$
b.	Electrician	$
c.	Operator	$
d.	Ground Men/ Labor	$
e.	12 Ton 56" JLG Crane	$
f.	4 Ton 46' Nat'l Crane with Bucket	$
g.	Altec AM 660 Bucket 40'	$
h.	Hi Ranger TDI 65 55'	$
i.	30 HP 360 Case Trencher/ Backhoe	$
j.	6010 Case Directional Drill up to 4" inch	$
k.	6010 Case Directional Drill up to 8" inch	$
l.	Water Truck with Mud System	$
m.	Dump Truck	$
n.	1 Ton Pick up with Tools	$
o.	Generator	$
p.	Compressor	$
q.	Digger Derrick	$
r.	Vacuum Excavator	$

Bid No: 2009-095-03-11	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
(PRECINCTS NOS. 1 & 3)
"ROADWAY LIGHT FIXTURES MAINTENANCE"

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County (Precincts Nos. 1 & 3) – "ROADWAY LIGHT FIXTURES MAINTENANCE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-095-03-11-otm - Hidalgo County (Precincts Nos. 1 & 3) – "ROADWAY LIGHT FIXTURES MAINTENANCE"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-095-03-11-otm- Hidalgo County (Precincts Nos. 1 & 3) – "ROADWAY LIGHT FIXTURES MAINTENANCE" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County (Precincts Nos. 1 & 3)– "ROADWAY LIGHT FIXTURES MAINTENANCE".** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(Precincts Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES MAINTENANCE"
BID NO.: 2009-095-03-11-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-13902 **21.A.5.**

Designation of Office Space for 92-State District Court- Court Reporter

CC REGULAR

Date:	02/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Discussion, consideration, and action on designation of space for the 92nd State District Court - Court Reporter, as per request made by the Honorable Ricardo Rodriguez, Presiding Judge.

BACKGROUND

Request for space was made by Hon. Ricardo Rodriguez to Chris Trevino, Administrative Assistant to County Judge. Mr. Trevino then notified Purchasing. Purchasing briefed and advised Executive Office, Valde Guerra. Mr. Trevino did allow 92nd. Court staff to tour office space on Monday, February 9, 2009. The space met with their approval.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/10/2009 11:11 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 11:20 AM	APRV
3	Roland Garcia	Rolando Garcia	02/12/2009 08:48 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marty Salazar — Started On: 02/10/2009 10:58 AM

Final Approval Date: 02/13/2009

AI-13826 **21.A.6.**

Internal Revenue Code 457 Deferred Compensation Plan-Hidalgo County

CC REGULAR

Date:	02/17/2009
Submitted By:	Gricelda Villarreal, 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 action to reject all proposals received for RFP No.: 2008-143-05-07CGV, inasmuchas proposals received were incomplete.

B. Requesting authority to re-advertise a request for proposal for "Internal Revenue Code 457 Deferred Compensation Plan- Hidalgo County. (No: 2009-093)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Advertising expenditures are paid by Purchasing Dept; Available Balance for object 540 $55,000.00.
Cost of the plan does not affect County. The plan is paid through the employees that contribute on a voluntary basis.

Attachments

Link: Draft Package

Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/13/2009 08:15 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 02/04/2009 03:50 PM

Final Approval Date: 02/13/2009

RFP No: 2009-093-00-00CGV	Buyer II: CRIS VILLARREAL	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

RFP- "Internal Revenue Code 457 Deferred Compensation Plan For Hidalgo County"
March , 2009,

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **Bid No: 2009-093-00-00CGV**

1. Sealed proposals will be received for **"RFP Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2009-093-00-00CGV - RFP Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March , 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP-2009-093-00-00CGV -RFP Internal Revenue Code 457 Deferred Compensation Plan - Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each Proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFP Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Valde Guerra
Hidalgo County Commissioners Court Executive & Budget Officer
Budget and Management Office
2802 So. Business Hwy 281
Edinburg, TX 78539
(956) 292-7025

17. Schedule of Events

Proposal Opening, 9:30 A.M.	**March , 2009**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
for
RFP Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County
RFP No: 2009-093-00-00CGV
March , 2009

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

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

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES/ QUESTIONNAIRE

HIDALGO COUNTY
REQUEST FOR PROPOSAL

RFP "Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County"
RFP No: 2009-093-00-00CGV

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"INTERNAL REVENUE CODE 457 DEFERRED COMPENSATION PLAN"
RFP NO: 2009-093-00-00CGV

OVERVIEW:
Hidalgo County is inviting for sealed proposals from qualified interested providers regarding the implementation and administration for the **"Internal Revenue Code 457 Deferred Compensation Plan"** offered by Hidalgo County for its employees. The County of Hidalgo is seeking to enter into a professional services contract(s) with a state-registered (Texas) providers. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March , 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage Districts No. 1 Board of Directors may, at their sole option, may utilize the **"Internal Revenue Code 457 Deferred Compensation Plan"** provider(s) selected by Hidalgo County. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as if offers Hidalgo County.

Deliver Submittal to:

RFP No: **2009-093-00-00CGV**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show :

RFP No.: 2009-093-00-00CGV
"Internal Revenue Code 457 Deferred Compensation Plan"

The following outlines the Request For Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, February 20, 2008, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, February 22, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretations of the Request for Proposal, if made, will be made only by Addendum dully issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the proposer's affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the proposer's affidavit.

> NON-COLLUSION: Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS: Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS- BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

TERM: The initial term of contract/agreement will be for a period of three (3) years with the County's option for renew for an additional one (1) year under the same rates, terms and conditions and/or scope of services.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:
All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposers will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

Any award of a contract as a result of this invitation will be made by written notification from Hidalgo County Purchasing Department. At this time, the Company/firm must be prepared to immediately begin execution of the appropriated agreements.

SECTION II RFP REQUIREMENTS

Instructions for submitting Request For Proposal:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

In order for the proposal to be considered, the Proposer must:

- Respond to all questions contained in **Sections II through V**, by restating each question and providing your response directly below the question. Proposals deviating from this format will not be considered.
- The proposal must be accompanied by a transmittal letter signed by an authorized official of the organization.
- Proposals must be received on or before **March , 2009, at 9:30 a.m.** Proposals received after this date and time will not be considered and will be returned unopened to the proposer.

Contents:

1. Conditions of Proposal
   a. All information required by the proposal form shall be furnished;
   b. Specifications and necessary information are attached;
   c. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to the specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
   d. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all proposals shall be opened for public inspection after the award to the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identification as such.
   e. All such requests for information can only be made in writing , sent by email or via fax on or before the deadline of February 20, 2008 to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-318-2629 or 956-292-7612
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Organization Qualifications: The County of Hidalgo is seeking sealed proposals for Internal Revenue Code Section 457 Deferred Compensation Administration and funding of vehicles. It is the intent of Hidalgo County that the section 457 Administrator provides administration of the plan with funding options as well as on-going financial and investment advice to all County participants. Competent organization(s) and/or companies, registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Administrative Services
- Investment Options
- Local Servicing Capabilities
- Investments Philosophies with Historical outcomes

Additionally, this section should include a description of the organizations project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing: The companies and/or firms should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS that you posses that deem you as a qualified provider.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide a fee proposal based on the scope of work, including but not limited to the following:

- Identify all charges for administrative services;
- Administrative services include preparation of materials explaining the Deferred Compensation Plan, Record keeping, Transaction charges, Enrollment and for general reporting preparation.

SECTION III: SELECTION AND SCHEDULES

INSTUCTIONS FOR SUBMITTING PROPOSAL:

Sealed Request for Proposals must be submitted by no later than 9:30 a.m. on or before March , 2009. Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: RFP No.: 2009-093-00-00CGV-"Internal Revenue Code 457 Deferred Compensation Plan".

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires the sealed proposals must contain one (1) original submittal and seven (7) copies of bid and must be clearly identified and address for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

SELECTION PROCEDURES:
The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services and any other factors found necessary for quality services.

PROPOSAL RANKING:
Hidalgo County Deferred Compensation Consultant will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

1) **Proposals will be graded on a point system with emphasis on ability to service the County and experience in administration of the Section 457 plans, including but not limited to the following:**
   a) **Experience**
      i) Provides administration services for county governments.
      ii) Has worked with County government in this general region
      iii) Extent of experience

   b) **Investment Vehicles**
      i) Comprehensiveness of Investment Offerings
      ii) 10 Year performance record of investment offerings

   c) **Enrollment Capabilities**
      i) Group meetings
      ii) One-on-One enrollments
      iii) Electronic enrollment & eligibility
      iv) Reporting capabilities
      v) Manpower resources
      vi) Extent of experience

d) **Capacity of Perform**
   i) Staffing level/experience of staff
   ii) Adequacy of Resources
   iii) Professional liability insurance in force

e) **Broker/Agent**
   i) Local Office (Hidalgo County)
   ii) Experience in governmental entities
   iii) Staffing level/experience of staffing
   iv) Level of commitment to servicing the account
   v) Bilingual staffing capabilities
   vi) Errors & Omission Insurance (Min., $1 million per occurrence)

2) **Total Score** **100 points**

(a) Experience	**25 points**
(b) Investment Vehicles	**10 points**
(c) Enrollment Capabilities	**25 points**
(d) Capacity to Perform	**15 points**
(e) Broker/Agent	**25 points**

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation.

Criteria Selection will be based on the following:

1. Company Profile;
2. Investments Product and Philosophies with Historical outcomes;
3. Contract Charges and Flexibility
   a. Fixed Annuity or Guaranteed Investment Options
   b. Variable Annuity or Equity Investment Options
   c. Mutual Funds
   d. Annuity and Retirement Benefits
4. Administrative Services
5. Local Servicing Capabilities

RFP/Scoring and Ranking:

- Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.

- After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

Negotiation Process: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the tip ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFPs.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

EXHIBIT B
SELECTION CRITERIA/ EVALUATION FORM

HIDALGO COUNTY REQUEST FOR PROPOSAL

RFP "Internal Revenue Code 457 Deferred Compensation Plan -Hidalgo County"
RFP No.: 2009-093-00-00CGV

EVALUATION CRITERIA
RFP No.: 2009-093-00-00CGV

Exhibit "B"

Proposals will be graded on a point system with emphasis on ability to service the County and experience in administration of the Section 457 plans, including but not limited to the following:

A. Experience **25 points**
1. Provides administration services for county governments.
2. Has worked with County government in this general region
3. Extent of experience

B. Investment Vehicles **10 points**
1. Comprehensiveness of Investment Offerings
2. 10 Year performance record of investment offerings

C. Enrollment Capabilities **25 points**
1. Group meetings
2. One-on-One enrollments
3. Electronic enrollment & eligibility
4. Reporting capabilities
5. Manpower resources
6. Extent of experience

D. Capacity of Perform **15 points**
1. Staffing level/experience of staff
2. Adequacy of Resources
3. Professional liability insurance in force

E. Broker/Agent **25 points**
1. Local Office (Hidalgo County)
2. Experience in governmental entities
3. Staffing level/experience of staffing
4. Level of commitment to servicing the account
5. Bilingual staffing capabilities
6. Errors & Omission Insurance (Min., $1 million per occurrence)

Total Score **100 points**

A. Experience	**25 points**
B. Investment Vehicles	**10 points**
C. Enrollment Capabilities	**25 points**
D. Capacity to Perform	**15 points**

E. Broker/Agent **25 points**

RFP EVALUATION FORM

RFP "Internal Revenue Code 457 Deferred Compensation Plan-Hidalgo County"
RFP No.: 2009-093-00-00CGV

Selection Criteria	Point Range	Score
A. Experience		
Provides administration services for County governments;	**25 points**	_____
Has worked with County government in this general region;		_____
Extent of experience;		_____
Comments:		
B. Investment Vehicles	**10 points**	
Comprehensiveness of Investment Offerings;		_____
10 Year performance record of investment offerings;		_____
Comments:		
C. Enrollment Capabilities	**25 points**	
Group meetings;		_____
One-on-One enrollments;		_____
Electronic enrollment & eligibility;		_____
Reporting capabilities;		_____
Manpower resources;		_____
Extent of experience;		_____
Comments:		
D. Capacity of Perform	**15 points**	
Staffing level/experience of staff;		_____
Adequacy of Resources;		_____
Professional liability insurance in force;		_____
Comments:		
E. Broker/Agent	**25 points**	

Local Office (Hidalgo County); _____
Experience in governmental entities; _____
Staffing level/experience of staffing; _____
Level of commitment to servicing the account; _____
Errors & Omission Insurance (Min., $1 million per occurrence); _____
Comments:_____

_____

Total Score **100 points**

Total Score: _____

Provider:_____

Evaluator:_____ Date:_____

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: May 7, 2008, | **PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: RFP-" Internal Revenue Code 457 Deferred Compensation Plan "

PROPOSAL NO: 2008-143-05-07CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	ING, Roland Guerra	√√√ INCOMPLETE	
#02	Walter J. Reyna, Inc. Walter Reyna	√√√ INCOMPLETE	
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

AI-13926 **21.A.7.**

BCAP-PRECINCT NO 1-Work Authorizations No. 8 Rd II and Work Authorization 9-Rd III

CC REGULAR

Date:	02/17/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization #8 (with a proposed fee of $13,107.10) with L & G Engineering Laboratory, LLC to provide services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round II Projects. C-CAP-08-022-09-02

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization #9 (with a proposed fee of $89,041.25) with L & G Engineering Laboratory, LLC to provide services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round III Projects. C-CAP-08-022-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: fund 1311

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

BUDGETARY IMPACT:

WA # 8-BCAP ROUND II-$13,107.10

8-1311-431-00-121-019-1-339 AGUA DULCE
071-1-339 BARBOZA LOPEZ 1
103-1-339 BERNAL HEIGHTS
495-0-339 NORTH CAPISALLO
571-0-339 PUESTA DEL SOL
230-1-339 DIMAS #3
244-0-339 EL MESQUITE

Funds available as of 2-11-09 in calendar year 2008, pending closing of period 13 and carry over to calendar year 2009.

FISCAL YEAR: 2009 ACCT. #: fund 1312

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

BUDGETARY IMPACT:

WORK AUTHORIZATION NO 9-ROUND III $89,041.25

9-1312-431-00-121-063-0-339	BALLI
148-0-339	CHAPA NORTH
149-0-339	CHAPA SOUTH
185-0-339	ENGLEMAN NO 2
215-0-339	DE ANDA SUBD
220-1-339	DELTA WEST
228-1-339	DIAZ
319-0-339	HIGHPOINT
387-0-339	LA MESA
461-0-339	MID VALLEY ESTATES
687-0-339	SOUTH PALM ESTATES I
790-0-339	VILLAGE GROVE
840-0-339	WES MER SUBD
855-0-339	ASH SUBD
896-0-339	MCKEE NO 1
120-0-339	BRENDA GAY SUBD
779-0-339	VALLEY VIEW
232-0-339	COLONIA BOYCE
181-0-339	SAENZ SUBD
423-0-339	LOS CASTILLOS
958-0-339	CHAPA II
688-0-339	SOUTH PALM ESTATES 2
895-0-339	MARY ANN SUBD

Funds available as of 2-11-09 in calendar year 2008, pending closing of period 13 and carryover to calendar year 2009.

Attachments

Link: WORK AUTHOR NO 8-RD II

Link: WORK AUTHOR NO 9-RD III

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:42 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:24 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 03:13 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Darlene Betancourt — Started On: 02/10/2009 04:39 PM

Final Approval Date: 02/13/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 08

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Border Colonias Rd. II – Construction Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$13,107.10**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.08 shall be funded through funding source:
Account No._____.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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 Handy as to content and detail of this Work Authorization No. # 08.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Border Colonias Round II – Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Border Colonias Round II – Construction Project in Hidalgo County Precinct No. One (1)**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Border Colonias Round II – Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Border Colonias Round II – Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Border Colonias Round II – Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-09-02.**

ATTACHMENT "D"
Estimated Cost

PROJECT: **Border Colonias Rd. II Project in Hidalgo County Precinct No. One (1).**

Contract # C-CAP-08-022-09-02
Border Colonia RD II

Colonia Name	Street Name	Testing Budget
Agua Dulce Subdv.	Ash Street	$ 775.24
Barboza Lopez #1	Pheobe St./Lopez St.	$ 1,909.42
Bernal Heights #1	Bernal Court	$ 779.62
North Capisaol	One Street	$ 1,302.54
Puesta Del Sol	Bush-Washington-JFK-Clinton	$ 5,108.00
Dimas #3	Delaware-California-Alabama	$1,437.46
El Mesquite	Diana Drive-Julie Drive	$1,794.82
Total		**13,107.10**

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 09

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Border Colonias Rd. III – Construction Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$89,041.25**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.09 shall be funded through funding source:
Account No._____.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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 Handy as to content and detail of this Work Authorization No. # 09.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Border Colonias Round III – Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-09-02.**

ATTACHMENT "D"
Estimated Cost

***PROJECT*: Border Colonias Rd. III Project in Hidalgo County Precinct No. One (1).**

Contract # C-CAP-08-022-09-02
Border Colonia RD III

Colonia Name	Street Name	Testing Budget
Colonia Boyce	Boyce St.- Dove St.	$3,427.34
~~Engelman #2~~ (Whalen)	Church St.	$3,179.12
Village Grove #2	Clark St.	$1,075.17
Valley View Estates	Middle-North-South-Valley View Rd.	$3,691.64
Balli Estates	Cynthia-E.Balli-Minnie-N.Balli-Sandra-Thelma-W.Balli	$13,669.16
Mary Ann Subdv.	Kevin St.-Michael St.	$6,329.26
Brenda Gay Subdv.	Alice St.	$2,800.93
Delta West Subdv.	Cenizo-Esperanza-Jeanine-Portillo	$9,057.42
Diaz Subdivision	Diaz St.	$1,645.44
Saenz Subdivision	Calle Hernandez	$1,707.18
Wes-Mer Subdivision	Jose E. Pulido Street	$2,284.33
La Mesa Subdivision	Sierra-Montana-Mesquite	$5,348.86
De Anda Subdivision	David – Pedro	$1,638.56
Los Castillos Subdivision	Amanda Street	$2,076.67
Mid Valley Estates	Caros-Evelyn-Lucille-Alma	$5,982.38
Chapa II	Interior Loop-Main Entrance	$8,739.01
Ash Country Subdivision	Ceniza Drive	$3,319.28
High Point Subdivision	North Lane – South Lane	$3,087.00
McKee Subdivision	Walter Wagers Rd.	$3,129.98
S. Palm Garden Est.#1	n/a	$1,496.78
S. Palm Garden Est.#2	n/a	$1,238.06
Chapa North	North Road	$2,184.84
Chapa South	South Road	$1,932.84
TOTAL		**$89,041.25**

AI-13970 **21.A.8.**

PIPES

CC REGULAR

Date:	02/17/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion and applicable action to award to multiple vendors meeting all specifications and requirements (lowest item by item in each category) with approval of contract for: "PIPES-(Reinforced Concrete, Polythylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items). RFB No. 2008-343-11-26-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Object Code 674 "Pipes" - Available Balance as of 2-13-09 $14,962.00.
Object Code 731 "Roads"- Available Balance as of 2-13-09 $58,600.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Object 674 "Pipes" - Available Balance as of 2-13-09 $10,000.00.
Object 731 "Roads"-Available Balance as of 2-13-09 (233,104.62); available balance in object 731 $414,308.98 for calendar year 2008, pending closing of period 13.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available Balance in object code 674 "Pipes" $7,705.60 as of 2-13-09
Available Balance in object code 731 "Roads" ($58,896.94); available balance for calendar year 2008 for object code 731 $131,887.86 as of 2-13-09, pending closing of period 13.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Object 731 "Roads" - Available Balance as of 2-13-09 $190,678.48.
Object 674 "Pipes" - Available Balance as of 2-13-09 $26,973.00.

Attachments

Link: ACCEPTANCE SHEET
Link: PARTICIPATION LOG
Link: contract
Link: Contract
Link: contract
Link: contract
Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 02:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:59 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/13/2009 07:55 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Olga Montero — Started On: 02/11/2009 03:39 PM

Final Approval Date: 02/13/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: NOVEMBER 26, 2008	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "PIPES "	
BID NO: 2008-343-11-26-OTM	BUYER: OLGA MONTERO

BID # RFB#	NAME OF COMPANY	ACKNOWLEGMENT OF RECEIPT
#1	RIO VALLEY PIPE MISSION TX	√
#2	VARMICON INDUSTRIES HARLINGEN TX	√
#3	CONTECH CONTRUSTION PRODUCTS SAN ANTONIO TX	√
#4	HANSON PIPE & PRECAST LA FERIA TX	√
#5	ACT PIPE & SUPPLY PHARR TX	√
#6		
#7		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **NOVEMBER 26, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY-"PIPES""**
RFP NO: **2008-343-11-26-OTM**

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
CONTECH CONSTRUCTION CESAR TIJERINA ctijerina@contech-cpi.com 210-737-1129	EMAIL	OLGA MONTERO	11/12/08	404 E. RAMSEY SUITE 109 SAN ANTONIO TX 78216
VARMICON INDUSTRIES LUIS MARTINEZ FORD@VARMICON.COM 956-423-6380	EMAIL	OLGA MONTERO	11/12/08	PO BOX 531808 HARLINGEN TX 78553
HUGHES SUPPLY	MAIL	OLGA MONTERO	11/12/08	5106 COMMERCE PARK DR. AUSTIN TX 78724
WT LISTON COMPANY	MAIL	OLGA MONTERO	11/12/08	PO BOX 1905 LA FERIA TX 78559
ADVANCE DRAINAGE SYSTEMS	MAIL	OLGA MONTERO	11/12/08	144 S. E Parkway #220 Franklin, Tn 37064
RIO VALLEY PIPE RUFINO GARZA 956-584-5770	Mail	Olga montero	11/12/08	7301 W. EXPRESSWAY 83 MISSION TX 78572

NATIONAL WATER WORKS	MAIL	OLGA MONTERO	11/12/08	PO BOX 2227 MCALLEN TX 78502
FERGUSON WATER WORKS	MAIL	OLGA MONTERO	11/12/08	PO BOX 4080 MCALLEN TX 78572
ACT PIPE & SUPPLY MIKE BUTTLES 956-702-3900	MAIL	OLGA MONTERO	11/12/08	913 N. BUS 83 PHARR TEXAS 78577
HANSON PIPE & PRECAST RAUL LOPEZ / REYNALDO FLORES 956-797-3227	EMAIL	OLGA MONTERO	11/12/08	PO BOX 1905 LA FERIA TX 78559

REQUIREMENTS AGREEMENT
C-2008-343-02-17-B

THIS AGREEMENT (the "Agreement") is entered into effective as of 17th February, 2009 by and between **ACT Pipe & Supply,** a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [**PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 1, 2009 through December 31, 2009 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term 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. 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:

ACT Pipe & Supply
Attn: M. Buttles, Manager
913 N. Bus. 83
Pharr, TX 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ACT Pipe & Supply

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
By:_____
Antonio Mendoza
Asst. Criminal District Attorney

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES – (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

Bid No: 2008-343-11-26-otm

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 8 pages.
4. Exhibit "B" Bid Page consisting of 5 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 7 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

November 10, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 10, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES –(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**
Bid No: 2008-343-11-26

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar RW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2008-343-11-26	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 800 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

NOVEMBER 26, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2008-343-11-26-otm - Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 26, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2008-343-11-26-otm- Hidalgo County – "PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 26, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
BID NO.: 2008-343-11-26-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"PIPES- (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, "**PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item 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 for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of 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 by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. 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).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise 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.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail (olga.montero@co.hidalgo.tx.us) no later than, Wednesday, November 19, 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., Friday, November 21, 2008.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

REINFORCED GASKET JOINT CONCRETE PIPE SPECIFICATIONS

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)
REINFORCED GASKET JOINT CONCRETE PIPE
SPECIFICATIONS CON'T.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 andprice quote shall be included with the pipes.

REINFORCED POLYETHYLENE PIPE SPECIFICATION(S)

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in a continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-rated resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity or water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "B"

BID PAGE

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES

REINFORCED CONCRETE PIPE			
DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

MISCELLANEOUS FITTING(S) FOR REINFORCED CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90s	
ELBOWS	
TEES	

POLYETHYLENE PIPE- 20 FOOT JOINTS High density, polyethylene pipe, smooth interior, with H-20 load rating	
DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF

60"		LF
72"		LF

MISCELLANEOUS FITTING(S) FOR POLYETHYLENE PIPE- 20 FOOT JOINTS	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE PIPE- 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		
30"		
36"		
42"		
48"		
54"		
60"		
72"		
84"		
96"		

MISCELLANEOUS FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS		
DESCRIPTION	PRICE	
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR HEAVY WALL CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE

90S	
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

CORRUGATED STEEL STORM SEWER PIPE

(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			

138"			
144"			

MISCELLANEOUS FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

RUBBER GASKET JOINT CONCRETE PIPE		
DESCRIPTION	**PRICE**	
8'X12"		LF
8'X15"		LF
8'X18"		LF
8'X24"		LF
8'X30"		LF
8'X36"		LF
8'X42"		LF
8'X48"		LF

MISCELLANEOUS FITTING(S) FOR RUBBER GASKET JOINT PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

PLUMBING PIPES- 20 FOOT SECTIONS			
PVC	**PRICE**	**COPPER**	**PRICE**
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT INJURY'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EACH ACCIDENT $ AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

SAMPLE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American
❒ Hispanic American
❒ Asian Pacific American
❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ __ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, 2009 by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, 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,

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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:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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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.

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APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

A - 13970

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

TABULATION SHEET

RIO VALLEY PIPE,LLC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

ACT PIPE & SUPPLY			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	NO BID	NO BID	NO BID
18"	NO BID	NO BID	NO BID
24"	NO BID	NO BID	NO BID
30"	NO BID	NO BID	NO BID
36"	NO BID	NO BID	NO BID
42"	NO BID	NO BID	NO BID
48"	NO BID	NO BID	NO BID
54"	NO BID	NO BID	NO BID
60"	NO BID	NO BID	NO BID
72"	NO BID	NO BID	NO BID

HANSON PIPE & PRECAST			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

CONTECH CONSTRUCTION PRODUCTS INC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

VARMICON INDUSTRIES			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

MISCELLANEOUS FITTING(S) FOR RIENFORCED CONCRETE PIPES			
DESCR* SUCH AS BUT NOT LIMITED TO	90S PRICE	ELBOS PRICE	TEES PRICE
RIO VALLEY PIPE ,LLC	[redacted]		
ACT PIPE & SUPPLY	NO BID	NO BID	NO BID
HANSON PIPR & PRECAST	[redacted]		
CONTECH CONSTRUCTION PRODUCTS INC			
VARMICON INDUSTRIES			

Polyethylene Pipe – 20 Ft. Joints

High density, polyethylene pipe, smooth interior, with H-20 load rating

RIO VALLEY PIPE, LLC

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8"	$3.39
12"	$5.11√
15"	$6.99√
18"	$9.95√
24"	$15.59√
30"	$24.73√
36"	$29.03√
42"	$40.32√
48"	$48.39√
54"	$81.72√
60"	$86.02√
72"	$N/A

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID
	NO BID
	NO BID
	NO BID
	NO BID
	NO BID
	NO BID
	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

REINFORCED POLYETHYLENE Pipe – 20 Ft. Joints

RIO VALLEY PIPE,LLC

ESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID
84"	NO BID
96"	NO BID

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES – 3 FOOT JOINTS

RIO VALLEY PIPE,LLC

ESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE
(PVC) STORM SEWER PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

Corrugated Steel Storm Sewer Pipe

(Unit Price includes one gasket band connection for every 20 Foot Joint

RIO VALLEY PIPE, LLC

0DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]			90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

ACT PIPE & SUPPLY

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	$ 38.67			90s	NO BID
42"	$ 45.33			ELBOWS	NO BID
48"	$ 64.00			TEES	NO BID
54"	$ 81.33	$ 82.67			
60"	$ 89.33	$ 90.67			
66"	$152.00	$108.00			
72"	$158.67	$114.67	$205.33		
78"	$176.00	$130.67	$222.67		
84"	$189.33	$161.33	$240.00		
90"	$212.00	$173.33	$257.33		
96"	$229.33	$185.33	$274.67		
102"	$242.67	$196.00	$330.67		
108		$210.67	$352.00		
114"		$222.67	$372.00		
120"		$308.00	$448.00		
126"		$322.67	$469.33		
132"		$337.33	$493.33		

HANSON PIPE & PRECAST

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]			90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

CONTECH CONSTRUCTION PRODUTS INC.,

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]			90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

RUBBER GASKET JOINT CONCRETE PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8'X12"	NO BID
8'X15"	NO BID
8'X18"	NO BID
8'X24"	NO BID
8'X30"	NO BID
8X36"	NO BID
8'X42"	NO BID
8'X48"	NO BID

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

RIO VALLEY PIPE, LLC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

ACT PIPE & SUPPLY		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	NO BID	½"	NO BID
1 ½"	NO BID	¾"	NO BID
2"	NO BID		[redacted]
3"	NO BID		
4"	NO BID		

HANSON PIPE & PRECAST		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

CONTECH CONSTRUCTION PRODUCTS INC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

VARMICON INDUSTRIES		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

ACT PIPE & SUPPLY

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "A" (SPL-1) INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "C" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "CC" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "F" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "F" (SPL-1) INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

CATEGORY C- MANHOLES)

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "A-1" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "M" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY D- MISCELLANEOUS
PORTALBE WATER SUPPLY ITEMS

DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	$742.00 √
FIRE HYDRANT W/ VALVE	EA *Price for fire hydrant is only for 4' hydrant	$1905.00 √
8" PVC SCHEDULE 40 WATER LINE DR18	LF	$7.32 √
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	.77 ¢ √
1.5" PVC SCHEDULE 40	LF	..57¢ √
0.75" PVC SCHEDULE 40	LF	.27¢ √
0.5" PVC SCHEDULE 40	LF	.20¢ √
8" 90 DEGREE ELL	EA	$143.54 √
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	$245.00 √

REQUIREMENTS AGREEMENT
C-2008-343-02-17-D

THIS AGREEMENT (the "Agreement") is entered into effective as of 17th February, 2009 by and between **CONTECH CONSTRUCTION PRODUCTS, INC.**, a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 1, 2009 through December 31, 2009 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term 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. 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:	Contech Construction Products, Inc. Attn: Cesar Tijerina, Sales Representative 404 E. Ramsey, Suite 109 San Antonio, TX 78216

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Contech Construction Products, Inc.

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
By:_____
Antonio Mendoza
Asst. Criminal District Attorney

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES – (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

Bid No: 2008-343-11-26-otm

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 8 pages.
4. Exhibit "B" Bid Page consisting of 5 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 7 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

November 10, 2008
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 10, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids --"**PIPES –(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**
Bid No: 2008-343-11-26

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar RW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2008-343-11-26	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 800 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

NOVEMBER 26, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2008-343-11-26-otm - Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 26, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2008-343-11-26-otm- Hidalgo County – "PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 26, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
BID NO.: 2008-343-11-26-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"PIPES- (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, "**PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item 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 for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of 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 by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. 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).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise 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.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail (olga.montero@co.hidalgo.tx.us) no later than, Wednesday, November 19, 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., Friday, November 21, 2008.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

REINFORCED GASKET JOINT CONCRETE PIPE SPECIFICATIONS

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)
REINFORCED GASKET JOINT CONCRETE PIPE
SPECIFICATIONS CON'T.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 andprice quote shall be included with the pipes.

REINFORCED POLYETHYLENE PIPE SPECIFICATION(S)

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in a continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-rated resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity or water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "B"

BID PAGE

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES

REINFORCED CONCRETE PIPE

DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

MISCELLANEOUS FITTING(S) FOR REINFORCED CONCRETE PIPES

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90s	
ELBOWS	
TEES	

POLYETHYLENE PIPE- 20 FOOT JOINTS

High density, polyethylene pipe, smooth interior, with H-20 load rating

DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF

60"		LF
72"		LF

MISCELLANEOUS FITTING(S) FOR POLYETHYLENE PIPE- 20 FOOT JOINTS	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE PIPE- 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		
30"		
36"		
42"		
48"		
54"		
60"		
72"		
84"		
96"		

MISCELLANEOUS FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS		
DESCRIPTION	PRICE	
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR HEAVY WALL CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE

90S		
ELBOWS		
TEES		

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

CORRUGATED STEEL STORM SEWER PIPE

(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			

138"			
144"			

MISCELLANEOUS FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

RUBBER GASKET JOINT CONCRETE PIPE		
DESCRIPTION	**PRICE**	
8'X12"		LF
8'X15"		LF
8'X18"		LF
8'X24"		LF
8'X30"		LF
8'X36"		LF
8'X42"		LF
8'X48"		LF

MISCELLANEOUS FITTING(S) FOR RUBBER GASKET JOINT PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

PLUMBING PIPES- 20 FOOT SECTIONS			
PVC	**PRICE**	**COPPER**	**PRICE**
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EACH ACC $ AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - POLICY LIMIT $ E.L. DISEASE - EA EMPLOYEE $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ►** | **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, 2009 by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, 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,

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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:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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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.

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APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

A - 13970

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

TABULATION SHEET

RIO VALLEY PIPE,LLC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

ACT PIPE & SUPPLY			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

HANSON PIPE & PRECAST			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

CONTECH CONSTRUCTION PRODUCTS INC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	NO BID	NO BID	NO BID
18"	NO BID	NO BID	NO BID
24"	NO BID	NO BID	NO BID
30"	NO BID	NO BID	NO BID
36"	NO BID	NO BID	NO BID
42"	NO BID	NO BID	NO BID
48"	NO BID	NO BID	NO BID
54"	NO BID	NO BID	NO BID
60"	NO BID	NO BID	NO BID
72"	NO BID	NO BID	NO BID

VARMICON INDUSTRIES			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

MISCELLANEOUS FITTING(S) FOR RIENFORCED CONCRETE PIPES			
DESCR* SUCH AS BUT NOT LIMITED TO	90S PRICE	ELBOS PRICE	TEES PRICE
RIO VALLEY PIPE ,LLC			
ACT PIPE & SUPPLY			
HANSON PIPR & PRECAST			
CONTECH CONSTRUCTION PRODUCTS INC	NO BID	NO BID	NO BID
VARMICON INDUSTRIES			

Polyethylene Pipe – 20 Ft. Joints

High density, polyethylene pipe, smooth interior, with H-20 load rating

RIO VALLEY PIPE, LLC

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8"	$3.00√
12"	$6.00
15"	$8.20
18"	$10.80
24"	$19.00
30"	$26.00
36"	$34.00
42"	$45.00
48"	$56.00
54"	$NO BID
60"	$NO BID
72"	$NO BID

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

VARMICON INDUSTRIES

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

REINFORCED POLYETHYLENE Pipe – 20 Ft. Joints

RIO VALLEY PIPE,LLC

ESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
24"	$17.00√
30"	$23.05√
36"	$28.25√
42"	$39.75√
48"	$52.50√
54"	$80.00√
60"	$90.00√
72"	$NO BID
84"	$NO BID
96"	$NO BID

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

VARMICON INDUSTRIES

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES – 3 FOOT JOINTS

RIO VALLEY PIPE,LLC

ESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

VARMICON INDUSTRIES

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE
(PVC) STORM SEWER PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
12"	$4.75√
15"	$6.40√
18"	$9.43√
24"	$14.75√
30"	$23.73√
36"	$38.90√
42"	$NO BID
48"	$NO BID

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

VARMICON INDUSTRIES

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

Corrugated Steel Storm Sewer Pipe

(Unit Price includes one gasket band connection for every 20 Foot Joint

RIO VALLEY PIPE, LLC

0DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]	[redacted]	[redacted]	90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

ACT PIPE & SUPPLY

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]	[redacted]	[redacted]	90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					

HANSON PIPE & PRECAST

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]	[redacted]	[redacted]	90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

CONTECH CONSTRUCTION PRODUTS INC.,

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	$ 29.00√			90s	NO BID
42"	$ 34.00√			ELBOWS	NO BID
48"	$ 48.00√			TEES	NO BID
54"	$ 61.00√	$ 62.00√			
60"	$ 67.00√	$ 68.00√			
66"	$114.00√	$ 81.00√			
72"	$119.00√	$ 86.00√	$154.00√		
78"	$132.00√	$ 98.00√	$167.00√		
84"	$142.00√	$121.00√	$180.00√		
90"	$159.00√	$130.00√	$193.00√		
96"	$172.00√	$139.00√	$206.00√		
102"	$182.00√	$147.00√	$248.00√		
108		$158.00√	$264.00√		
114"		$167.00√	$279.00√		
120"		$231.00√	$336.00√		
126"		$242.00√	$352.00√		
132"		$253.00√	$370.00√		
138"		$261.00√	$386.00√		
144"		$349.00√	$440.00√		

RUBBER GASKET JOINT CONCRETE PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8'X12"	NO BID
8'X15"	NO BID
8'X18"	NO BID
8'X24"	NO BID
8'X30"	NO BID
8X36"	NO BID
8'X42"	NO BID
8'X48"	NO BID

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

VARMICON INDUSTRIES

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

RIO VALLEY PIPE, LLC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

ACT PIPE & SUPPLY		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

HANSON PIPE & PRECAST		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

CONTECH CONSTRUCTION PRODUCTS INC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	NO BID	½"	NO BID
1 ½"	NO BID	¾"	NO BID
2"	NO BID		NO BID
3"	NO BID		NO BID
4"	NO BID		NO BID

VARMICON INDUSTRIES		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

CONTECH CONSTRUCTION PRODUCTS

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "A" (SPL-1) INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "C" INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "CC" INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "F" INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "F" (SPL-1) INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY C- MANHOLES)

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "A-1" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "M" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY D- MISCELLANEOUS
PORTALBE WATER SUPPLY ITEMS

DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	NO BID
FIRE HYDRANT W/ VALVE	EA	NO BID
8" PVC SCHEDULE 40 WATER LINE DR18	LF	NO BID
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	NO BID
1.5" PVC SCHEDULE 40	LF	NO BID
0.75" PVC SCHEDULE 40	LF	NO BID
0.5" PVC SCHEDULE 40	LF	NO BID
8" 90 DEGREE ELL	EA	NO BID
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	NO BID

REQUIREMENTS AGREEMENT
C-2008-343-02-17-A

THIS AGREEMENT (the "Agreement") is entered into effective as of 17th February, 2009 by and between **Hanson Pipe & Precast,** a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of [**PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 1, 2009 through December 31, 2009 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term 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. 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:

Hanson Pipe & Precast
Attn: Raul Lopez, Sales Rep.
1300 N. Rabb Rd.
La Feria, TX 78559

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Hanson Pipe & Precast

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
By:_____
Antonio Mendoza
Asst. Criminal District Attorney

EXHIBIT “A”

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES – (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

Bid No: 2008-343-11-26-otm

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 8 pages.
4. Exhibit "B" Bid Page consisting of 5 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 7 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

November 10, 2008
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 10, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES –(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**
Bid No: 2008-343-11-26

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2008-343-11-26	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 800 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

NOVEMBER 26, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2008-343-11-26-otm - Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 26, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2008-343-11-26-otm- Hidalgo County – "PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 26, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
BID NO.: 2008-343-11-26-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"PIPES- (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, "**PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item 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 for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of 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 by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. 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).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise 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.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail (olga.montero@co.hidalgo.tx.us) no later than, Wednesday, November 19, 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., Friday, November 21, 2008.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

REINFORCED GASKET JOINT CONCRETE PIPE SPECIFICATIONS

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)
REINFORCED GASKET JOINT CONCRETE PIPE
SPECIFICATIONS CON'T.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 andprice quote shall be included with the pipes.

REINFORCED POLYETHYLENE PIPE SPECIFICATION(S)

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in a continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-rated resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity or water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "B"

BID PAGE

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES

REINFORCED CONCRETE PIPE

DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

MISCELLANEOUS FITTING(S) FOR REINFORCED CONCRETE PIPES

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90s	
ELBOWS	
TEES	

POLYETHYLENE PIPE- 20 FOOT JOINTS

High density, polyethylene pipe, smooth interior, with H-20 load rating

DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF

60"		LF
72"		LF

MISCELLANEOUS FITTING(S) FOR POLYETHYLENE PIPE- 20 FOOT JOINTS	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE PIPE- 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		
30"		
36"		
42"		
48"		
54"		
60"		
72"		
84"		
96"		

MISCELLANEOUS FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS		
DESCRIPTION	PRICE	
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR HEAVY WALL CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE

90S	
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

CORRUGATED STEEL STORM SEWER PIPE

(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			

138"			
144"			

MISCELLANEOUS FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

RUBBER GASKET JOINT CONCRETE PIPE

DESCRIPTION	PRICE	
8'X12"		LF
8'X15"		LF
8'X18"		LF
8'X24"		LF
8'X30"		LF
8'X36"		LF
8'X42"		LF
8'X48"		LF

MISCELLANEOUS FITTING(S) FOR RUBBER GASKET JOINT PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

PLUMBING PIPES- 20 FOOT SECTIONS

PVC	PRICE	COPPER	PRICE
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, **2009** by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, 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,

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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:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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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.

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APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

A - 13970

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

TABULATION SHEET

RIO VALLEY PIPE,LLC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

ACT PIPE & SUPPLY			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

HANSON PIPE & PRECAST			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	$7.43√	$8.47√	$9.66√
18"	$11.34	$12.93	$14.74
24"	$19.31	$22.01	$25.09
30"	$25.79	$29.40 √	$33.52
36"	$34.56	$39.40√	$44.92 √
42"	$53.06	$60.49	$68.96
48"	$65.61	$74.80	$85.27
54"	$75.09	$82.18	$93.69
60"	$105.98	$120.82	$137.73
72"	$145.67	$166.06	$189.31

CONTECH CONSTRUCTION PRODUCTS INC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

VARMICON INDUSTRIES			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

MISCELLANEOUS FITTING(S) FOR RIENFORCED CONCRETE PIPES			
DESCR* SUCH AS BUT NOT LIMITED TO	90S PRICE	ELBOS PRICE	TEES PRICE
RIO VALLEY PIPE ,LLC	[redacted]		
ACT PIPE & SUPPLY			
HANSON PIPR & PRECAST	NO BID	NO BID	NO BID
CONTECH CONSTRUCTION PRODUCTS INC	[redacted]		
VARMICON INDUSTRIES			

Polyethylene Pipe – 20 Ft. Joints

High density, polyethylene pipe, smooth interior, with H-20 load rating

RIO VALLEY PIPE, LLC

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8"	NO BID
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

REINFORCED POLYETHYLENE Pipe – 20 Ft. Joints

RIO VALLEY PIPE,LLC

ESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID
84"	NO BID
96"	NO BID

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES – 3 FOOT JOINTS

RIO VALLEY PIPE,LLC

ESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE
(PVC) STORM SEWER PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

Corrugated Steel Storm Sewer Pipe

(Unit Price includes one gasket band connection for every 20 Foot Joint

RIO VALLEY PIPE, LLC

0DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]	[redacted]	[redacted]	90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

ACT PIPE & SUPPLY

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]			90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"		[redacted]	[redacted]		
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					

HANSON PIPE & PRECAST

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	NO BID	NO BID	NO BID	90s	NO BID
42"	NO BID	NO BID	NO BID	ELBOWS	NO BID
48"	NO BID	NO BID	NO BID	TEES	NO BID
54"	NO BID	NO BID	NO BID		
60"	NO BID	NO BID	NO BID		
66"	NO BID	NO BID	NO BID		
72"	NO BID	NO BID	NO BID		
78"	NO BID	NO BID	NO BID		
84"	NO BID	NO BID	NO BID		
90"	NO BID	NO BID	NO BID		
96"	NO BID	NO BID	NO BID		
102"	NO BID	NO BID	NO BID		
108	NO BID	NO BID	NO BID		
114"	NO BID	NO BID	NO BID		
120"	NO BID	NO BID	NO BID		
126"	NO BID	NO BID	NO BID		
132"	NO BID	NO BID	NO BID		
138"	NO BID	NO BID	NO BID		
144"	NO BID	NO BID	NO BID		

CONTECH CONSTRUCTION PRODUTS INC.,

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	[redacted]			90s	[redacted]
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

RUBBER GASKET JOINT CONCRETE PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8'X12"	NO BID
8'X15"	[redacted]
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8'X12"	$8.00√
8'X15"	$10.00
8'X18"	$13.77
8'X24"	$21.60
8'X30"	$29.97
8X36"	$41.45
8'X42"	$53.06
8'X48"	$65.61

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

RIO VALLEY PIPE, LLC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

ACT PIPE & SUPPLY		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

HANSON PIPE & PRECAST		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	NO BID	½"	NO BID
1 ½"	NO BID	¾"	NO BID
2"	NO BID		NO BID
3"	NO BID		NO BID
4"	NO BID		NO BID

CONTECH CONSTRUCTION PRODUCTS INC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

VARMICON INDUSTRIES		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

HANSON PIPE & PRECAST

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET	$560.00 √	$635.00 √	$710.00 √	$785.00 √	$880.00	$935.00	$1010.00	$1290.00	$1365.00	$1444.00	$1515.00	$1590.00	$1665.00	$1740.00	$1815.00 √	$1890.00 √
TY "A" (SPL-1) INLET	$560.00 √	$635.00 √	$710.00√	$785.00 √	$880.00 √	$935.00 √	$1010.00 √	$1290.00 √	$1365.00 √	$1444.00 √	$1515.00 √	$1590.00 √	$1665.00 √	$1740.00 √	$1815.00 √	$1890.00 √
TY "C" INLET	$1155.0	$1215.00	$1275.00	$1335.00	$1395.00	$1455.0	$1515.00	$1575.00 √	$1635.00 √	$1695.00 √	$1755.00 √	$1815.00 √	$1875.00 √	$1935.00 √	$1995.00 √	$2055.00 √
TY "CC" INLET	$1590.0	$1665.00	$1740.00	$1815.00	$1890.00	$1965.0	$2040.00	$2330.00	$2405.00	$2480.00	$2555.00	$2630.00	$2705.00	$2780.00 √	$2855.00 √	$2930.00 √
TY "F" INLET	NO BID	NO BID	NO BID	NO BID	$1623.00√	$1698.0 √	$1773.00√	$1848.00√	$1923.00√	$1998.00√	$2073.00√	$2148.00√	$2223.00√	$2298.00√	$2373.00√	$2448.00√
TY "F" (SPL-1) INLET	NO BID	NO BID	NO BID	NO BID	$1623.00√	$1698.0 √	$1773.00√	$1848.00√	$1923.00√	$1998.00√	$2073.00√	$2148.00√	$2223.00√	$2298.00√	$2373.00√	$2448.00√

CATEGORY C- MANHOLES)

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE	$695.00	$730.00	$765.00	$800.00	$835.00	$870.00	$905.00	$940.00	$975.00	$1010.00	$1045.00	$1080.00	$1115.00	.$1150.00
TY "A-1" MANHOLE	$821.00	$874.00	$927.00	$980.00	$1033.00	$1086.00	$1139.00	$1192.00	$1245.00	$1298.00	$1351.00	$1404.00	$1457.00	$1510.00
TY "M" MANHOLE	$1392.00√	$1472.00√	$1552.00√	$1819.00√	$1904.00√	$1989.00√	$2050.0 √	$2145.00√	$2240.00√	$2725.00√	$2830.00√	$2740.00√	$2845.00√	$2950.00√

CATEGORY D- MISCELLANEOUS
PORTALBE WATER SUPPLY ITEMS

DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	NO BID
FIRE HYDRANT W/ VALVE	EA	NO BID
8" PVC SCHEDULE 40 WATER LINE DR18	LF	NO BID
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	NO BID
1.5" PVC SCHEDULE 40	LF	NO BID
0.75" PVC SCHEDULE 40	LF	NO BID
0.5" PVC SCHEDULE 40	LF	NO BID
8" 90 DEGREE ELL	EA	NO BID
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	NO BID

REQUIREMENTS AGREEMENT
C-2008-343-02-17

THIS AGREEMENT (the "Agreement") is entered into effective as of 17TH March, 2009 by and between **Rio Valley Pipe, LLP,** a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items]**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 1, 2009 through December 31, 2009 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term 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. 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:

Rio Valley Pipe, LTD
Attn: Roger V. Gonzalez, Sales Manager
7301 W. Expressway 83
Mission, TX 78512

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Rio Valley Pipe, LTD

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
By:_____
Antonio Mendoza
Asst. Criminal District Attorney

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES – (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

Bid No: 2008-343-11-26-otm

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 8 pages.
4. Exhibit "B" Bid Page consisting of 5 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 7 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

November 10, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 10, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES –(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)**"
Bid No: 2008-343-11-26

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar RW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2008-343-11-26	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 800 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

NOVEMBER 26, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2008-343-11-26-otm - Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 26, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2008-343-11-26-otm- Hidalgo County – "PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 26, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
BID NO.: 2008-343-11-26-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"PIPES- (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, "**PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item 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 for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of 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 by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. 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).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise 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.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail (olga.montero@co.hidalgo.tx.us) no later than, Wednesday, November 19, 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., Friday, November 21, 2008.

Hidalgo County
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26-otm

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:
Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:
The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:
Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION
PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING
All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

REINFORCED GASKET JOINT CONCRETE PIPE SPECIFICATIONS

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)
REINFORCED GASKET JOINT CONCRETE PIPE
SPECIFICATIONS CON'T.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 andprice quote shall be included with the pipes.

REINFORCED POLYETHYLENE PIPE SPECIFICATION(S)

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in a continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-rated resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity or water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "B"

BID PAGE

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES

REINFORCED CONCRETE PIPE

DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

MISCELLANEOUS FITTING(S) FOR REINFORCED CONCRETE PIPES

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90s	
ELBOWS	
TEES	

POLYETHYLENE PIPE- 20 FOOT JOINTS

High density, polyethylene pipe, smooth interior, with H-20 load rating

DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF

60"		LF
72"		LF

MISCELLANEOUS FITTING(S) FOR POLYETHYLENE PIPE- 20 FOOT JOINTS	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE PIPE- 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		
30"		
36"		
42"		
48"		
54"		
60"		
72"		
84"		
96"		

MISCELLANEOUS FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS		
DESCRIPTION	PRICE	
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR HEAVY WALL CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE

90S	
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

CORRUGATED STEEL STORM SEWER PIPE

(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			

138"			
144"			

MISCELLANEOUS FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

RUBBER GASKET JOINT CONCRETE PIPE		
DESCRIPTION	**PRICE**	
8'X12"		LF
8'X15"		LF
8'X18"		LF
8'X24"		LF
8'X30"		LF
8'X36"		LF
8'X42"		LF
8'X48"		LF

MISCELLANEOUS FITTING(S) FOR RUBBER GASKET JOINT PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	**PRICE**
90S	
ELBOWS	
TEES	

PLUMBING PIPES- 20 FOOT SECTIONS			
PVC	**PRICE**	**COPPER**	**PRICE**
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ STATU ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, **2009** by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, 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,

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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:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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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.

DRAFT

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

A-13970

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

TABULATION SHEET

RIO VALLEY PIPE,LLC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	$8.52	$9.28	$10.04
18"	$10.16 √	$10.99 √	$11.81 √
24"	$15.12 √	$16.68 √	$18.28 √
30"	$26.55	$29.40 √	$32.25 √
36"	$38.08	$41.89	$46.08
42"	$47.28	$52.01 √	$57.27 √
48"	$55.59 √	$61.15 √	$67.27 √
54"	$66.21 √	$72.83 √	$80.11 √
60"	$82.98 √	$91.28 √	$100.41 √
72"	$122.94	$135.23 √	$148.75 √

ACT PIPE & SUPPLY			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

HANSON PIPE & PRECAST			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

CONTECH CONSTRUCTION PRODUCTS INC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

VARMICON INDUSTRIES			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	[redacted]		
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

MISCELLANEOUS FITTING(S) FOR RIENFORCED CONCRETE PIPES			
DESCR* SUCH AS BUT NOT LIMITED TO	90S PRICE	ELBOS PRICE	TEES PRICE
RIO VALLEY PIPE ,LLC	NO BID	NO BID	NO BID
ACT PIPE & SUPPLY	[redacted]		
HANSON PIPR & PRECAST			
CONTECH CONSTRUCTION PRODUCTS INC			
VARMICON INDUSTRIES			

Polyethylene Pipe – 20 Ft. Joints

High density, polyethylene pipe, smooth interior, with H-20 load rating

RIO VALLEY PIPE, LLC

DESCR*	PRICE
8"	NO BID
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

ACT PIPE & SUPPLY

DESCR*	PRICE
8"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	
ELBOWS	
TEES	
	NO BID

HANSON PIPE & PRECAST

DESCR*	PRICE
8"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE Pipe – 20 Ft. Joints

RIO VALLEY PIPE,LLC

ESCR*	PRICE
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID
84"	NO BID
96"	NO BID

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

ACT PIPE & SUPPLY

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES – 3 FOOT JOINTS

RIO VALLEY PIPE,LLC

ESCR*	PRICE
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

ACT PIPE & SUPPLY

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE
(PVC) STORM SEWER PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

ACT PIPE & SUPPLY

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

Corrugated Steel Storm Sewer Pipe

(Unit Price includes one gasket band connection for every 20 Foot Joint

RIO VALLEY PIPE, LLC

0DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	NO BID	NO BID	NO BID	90s	NO BID
42"	NO BID	NO BID	NO BID	ELBOWS	NO BID
48"	NO BID	NO BID	NO BID	TEES	NO BID
54"	NO BID	NO BID	NO BID		
60"	NO BID	NO BID	NO BID		
66"	NO BID	NO BID	NO BID		
72"	NO BID	NO BID	NO BID		
78"	NO BID	NO BID	NO BID		
84"	NO BID	NO BID	NO BID		
90"	NO BID	NO BID	NO BID		
96"	NO BID	NO BID	NO BID		
102"	NO BID	NO BID	NO BID		
108	NO BID	NO BID	NO BID		
114"	NO BID	NO BID	NO BID		
120"	NO BID	NO BID	NO BID		
126"	NO BID	NO BID	NO BID		
132"	NO BID	NO BID	NO BID		
138"	NO BID	NO BID	NO BID		
144"	NO BID	NO BID	NO BID		

ACT PIPE & SUPPLY

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"				90s	
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					

HANSON PIPE & PRECAST

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"				90s	
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

CONTECH CONSTRUCTION PRODUTS INC.,

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"				90s	
42"				ELBOWS	
48"				TEES	
54"					
60"					
66"					
72"					
78"					
84"					
90"					
96"					
102"					
108					
114"					
120"					
126"					
132"					
138"					
144"					

RUBBER GASKET JOINT CONCRETE PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
8'X12"	$8.48
8'X15"	$8.97√
8'X18"	$10.80√
8'X24"	$16.32√
8'X30"	$27.29√
8X36"	$38.77
8'X42"	$48.57√
8'X48"	$57.11√

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

ACT PIPE & SUPPLY

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

RIO VALLEY PIPE, LLC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	NO BID	½"	NO BID
1 ½"	NO BID	¾"	NO BID
2"	NO BID		NO BID
3"	NO BID		NO BID
4"	NO BID		NO BID

ACT PIPE & SUPPLY		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

HANSON PIPE & PRECAST		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

CONTECH CONSTRUCTION PRODUCTS INC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

VARMICON INDUSTRIES		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

RIO VALLEY PIPE, LLC

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET	NB	NB	$849.95	$855.70	$878.70	$895.95	$924.70	$959.20	987.95	$1016.70	$1045.45	$1074.20	$1108.70	$1143.20√	NB	NB
TY "A" (SPL-1) INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "C" INLET	$1107.89	$1163.06	$1218.22	$1301.78	$1385.33	$1516.02	$1599.57	$1692.77	$1776.32	$1803.10	$1886.65	$1970.21	$2053.76	$2222.48	$2268.00	2444.75
TY "CC" INLET	NB	$1269.95	$1275.70	$1298.70	$1315.95	$1344.70	$1379.20	$1407.95	$1436.95	$1465.45	$1495.20	$1528.70	$1563.20	NB	NB	NB
TY "F" INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
TY "F" (SPL-1) INLET	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY C- MANHOLES)

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE	$450.75√	$477.75 √	$517.45 √	$544.45 √	$584.15 √	$611.15 √	$650.85 √	$677.85 √	$717.55 √	$744.55 √	$784.25 √	$810.75 √	$850.95 √	$877.95 √
TY "A-1" MANHOLE	$564.80 √	$573.80 √	$600.80 √	$670.40 √	$697.40√	$767.00 √	$794.00√	$863.60 √	$890.60 √	$960.20 √	$987.20 √	$1056.80 √	$1083.80√	$1153.40 √
TY "M" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY D- MISCELLANEOUS
PORTALBE WATER SUPPLY ITEMS

DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	NO BID
FIRE HYDRANT W/ VALVE	EA	NO BID
8" PVC SCHEDULE 40 WATER LINE DR18	LF	NO BID
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	NO BID
1.5" PVC SCHEDULE 40	LF	NO BID
0.75" PVC SCHEDULE 40	LF	NO BID
0.5" PVC SCHEDULE 40	LF	NO BID
8" 90 DEGREE ELL	EA	NO BID
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	NO BID

REQUIREMENTS AGREEMENT
C-2008-343-02-17-C

THIS AGREEMENT (the "Agreement") is entered into effective as of 17th February, 2009 by and between **VARMICON INDUSTRIES,** a Limited Partnership ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **[PIPES-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items],** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 1, 2009 through December 31, 2009 with the County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term 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. 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:	Varmicon Industries Attn: Luis Martinez, Pipe/Precast Div. Magr. 2301 Industrial Crossway (PO Box 531808) Harlingen, TX 78553-1808

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Varmicon Industries

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
By:_____
Antonio Mendoza
Asst. Criminal District Attorney

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"PIPES – (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

Bid No: 2008-343-11-26-otm

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 8 pages.
4. Exhibit "B" Bid Page consisting of 5 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 7 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

November 10, 2008
Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 10, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**PIPES –(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**
Bid No: 2008-343-11-26

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2008-343-11-26	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 800 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"

BID OPENING DATE:

NOVEMBER 26, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2008-343-11-26-otm - Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, NOVEMBER 26, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2008-343-11-26-otm- Hidalgo County – "PIPES-(Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County – "PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"**Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar, Adm. Assistant
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran, Adm. Assistant
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 26, 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PIPES (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
BID NO.: 2008-343-11-26-otm

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"PIPES- (Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items)"
Bid No. 08-343-11-26

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County, or Job Site, "**PIPES- Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items**".

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS

Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item 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 for the bid price.

III. BID AWARD

1. Initial term of contract will be for a one (1) year period to commence January 01, 2009 through December 31, 2009 with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of 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 by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

Category A:	Pipes
Category B:	Inlets
Category C:	Manholes
Category D:	Miscellaneous

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

7. 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).

8. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise 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.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Olga T. Montero. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail (olga.montero@co.hidalgo.tx.us) no later than, Wednesday, November 19, 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., Friday, November 21, 2008.

CORRUGATED PVC STORM SEWER PIPE SPECIFICATIONS

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN:

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either external plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil-tight joint (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals") as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE* (AASHTO M304)
(INCHES)	(FEET)
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load)= 12" (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL
This item shall govern the furnishing of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS
This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE
This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two re-rolled annular ends.

4.0 CLASSIFICATION (TYPE)
FOR DIAMETERS 46" THROUGH 96":
This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of 3/4" x 3/4" 7 ½" as descried in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lockseams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All pipes manufactured with ALUMINIZED STEEL type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3mm) measured from the crest of the corrugations, on the top of ribs (as in Type IR pipe) , or on the smooth inside surface of the pipe. The coating shall be uniform class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

6.0 GAUGE
Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	**GAUGE**
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS
Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than ½ in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three nominal sheet thicknesses lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specification for Highway Bridges, Section 26 and ASTM A798.

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS CON'T.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by the linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, juntion chambers, or other structures are included in lines of pipe, that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges, and types of corrugated steel pipe.

Payments shall be full compensation for furnishing, transporting, and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the Installation in accordance to these specifications.

REINFORCED GASKET JOINT CONCRETE PIPE SPECIFICATIONS

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM - C-76 Class III.

D.1 General:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture, and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13, and C-14, respectively.

D.2 Steel Reinforcements:

The reinforcing steel shall conform to requirements of Class III reinforced concrete pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 Physical Test Requirements:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

Related Paragraphs

C-2 Cement:

The cement shall be Type II, low alkali, in accordance with Federal Specifications SS-C-1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 Admixture:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-½ ± 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon, or other admixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C.4 Concrete Strength:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 Concrete Mixture:
The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "The maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-½ inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe."

C-6 Curing Requirements:
The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361."

C-7Wall Thickness:
The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, "Physical Test Requirements," hereof.

C-8 Pipe Lengths:
The maximum lengths of pipe sections shall be 8 feet.

C-10 Physical Test Requirements:
The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

(PLEASE REVIEW TABLE A CHART)
REINFORCED GASKET JOINT CONCRETE PIPE
SPECIFICATIONS CON'T.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (Inches)	Minimum Shell Thickness (Inches)	Internal Hydrostatic Pressure On Individual Section Of Pipe (PSI)	Minimum 3-Edge Bearing Load (Pounds Per Linear Foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2-¼	45	2,100
24	2-½	40	2,200
30	2-¾	35	2,500
36	3	30	4,050
42	4-½	30	4,725
48	5	30	5,400
54	4-½	25	6,075
60	6	25	6,750
72	7	25	8,100

C.11 Joints:
Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 andprice quote shall be included with the pipes.

REINFORCED POLYETHYLENE PIPE SPECIFICATION(S)

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in a continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-rated resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity or water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

EXHIBIT "B"

BID PAGE

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY A) PIPES

REINFORCED CONCRETE PIPE

DESCRIPTION	CLASS III PRICE	CLASS IV PRICE	CLASS V PRICE
15"	LF	LF	LF
18"	LF	LF	LF
24"	LF	LF	LF
30"	LF	LF	LF
36"	LF	LF	LF
42"	LF	LF	LF
48"	LF	LF	LF
54"	LF	LF	LF
60"	LF	LF	LF
72"	LF	LF	LF

MISCELLANEOUS FITTING(S) FOR REINFORCED CONCRETE PIPES

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90s	
ELBOWS	
TEES	

POLYETHYLENE PIPE- 20 FOOT JOINTS

High density, polyethylene pipe, smooth interior, with H-20 load rating

DESCRIPTION	PRICE
8"	LF
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF
54"	LF

60"		LF
72"		LF

MISCELLANEOUS FITTING(S) FOR POLYETHYLENE PIPE- 20 FOOT JOINTS	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

REINFORCED POLYETHYLENE PIPE- 20 FOOT JOINTS		
DESCRIPTION	PRICE	
24"		
30"		
36"		
42"		
48"		
54"		
60"		
72"		
84"		
96"		

MISCELLANEOUS FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

HEAVY WALL CONCRETE PIPES- 3 FOOT JOINTS		
DESCRIPTION	PRICE	
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR HEAVY WALL CONCRETE PIPES	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE

90S	
ELBOWS	
TEES	

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

MISCELLANEOUS FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90'S	
ELBOWS	
TEES	

CORRUGATED STEEL STORM SEWER PIPE

(Unit price includes one gasketed band connection for every 20 foot joint)

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE
36"			
42"			
48"			
54"			
60"			
66"			
72"			
78"			
84"			
90"			
96"			
102"			
108"			
114"			
120"			
126"			
132"			

138"			
144"			

MISCELLANEOUS FITTING(S) FOR CORRUGATED STORM SEWER PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

RUBBER GASKET JOINT CONCRETE PIPE		
DESCRIPTION	PRICE	
8'X12"		LF
8'X15"		LF
8'X18"		LF
8'X24"		LF
8'X30"		LF
8'X36"		LF
8'X42"		LF
8'X48"		LF

MISCELLANEOUS FITTING(S) FOR RUBBER GASKET JOINT PIPE	
DESCRIPTION SUCH AS BUT NOT LIMITED TO	PRICE
90S	
ELBOWS	
TEES	

PLUMBING PIPES- 20 FOOT SECTIONS			
PVC	PRICE	COPPER	PRICE
½"			
1 ½"		½"	
2"		3/4"	
3"			
4"			

Hidalgo County
Bid No. 08-343-11-26
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET																
TY "A" (SPL-1) INLET																
TY "C" INLET																
TY "CC" INLET																
TY "F" INLET																
TY "F" (SPL-1) INLET																

(CATEGORY C) MANHOLES

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE														
TY "A-1" MANHOLE														
TY "M" MANHOLE														

(CATEGORY D) MISCELLANEOUS

PORTABLE WATER SUPPLY ITEMS		
DESCRIPTION	**UNIT**	**PRICE**
8" WATER VALVE	EA	
FIRE HYDRANT W/ VALVE	EA	
8" PVC SCHEDULE 40 WATER LINE DR18	LF	
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	
1.5" PVC SCHEDULE 40	LF	
0.75" PVC SCHEDULE 40	LF	
0.5" PVC SCHEDULE 40	LF	
8" 90 DEGREE ELL	EA	
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROTECTIVE ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EACH ACCIDENT $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

REQUIREMENTS AGREEMENT
C-08-343-00-00-otm

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THIS AGREEMENT (the "Agreement") is entered into effective as of_____, 2009 by and between_____, a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PIPES -REINFORCED CONCRETE, POLYETHYLENE, HEAVY WALL CONCRETE, POLYVINYL CHLORIDE (PVC) & STEEL STORM SEWER PIPES, RUBBER GASKET JOINT CONCRETE PIPES & ADDITIONAL MISCELLANEOUS ITEMS,"** in the areas of **Hidalgo County** projects for a period of **January 01, 2009** from **December 31, 2009** with the option to renew for an additional **one (1) year term**; and an additional sixty (60) day grace period, 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,

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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:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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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.

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APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____
Date:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

A - 13970

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

TABULATION SHEET

RIO VALLEY PIPE,LLC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

ACT PIPE & SUPPLY			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

HANSON PIPE & PRECAST			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

CONTECH CONSTRUCTION PRODUCTS INC			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"			
18"			
24"			
30"			
36"			
42"			
48"			
54"			
60"			
72"			

VARMICON INDUSTRIES			
DESCR*	CLASS III PRICE	CLASS PRICE IV	CLASS PRICE V
15"	NO BID	NO BID	NO BID
18"	$11.90	NO BID	NO BID
24"	$17.45	NO BID	NO BID
30"	$24.50	NO BID	NO BID
36"	$33.15	NO BID	NO BID
42"	$42.75	NO BID	NO BID
48"	$56.00	NO BID	NO BID
54"	$69.00	NO BID	NO BID
60"	$88.00	NO BID	NO BID
72"	$115.00	NO BID	NO BID

MISCELLANEOUS FITTING(S) FOR RIENFORCED CONCRETE PIPES			
DESCR* SUCH AS BUT NOT LIMITED TO	90S PRICE	ELBOS PRICE	TEES PRICE
RIO VALLEY PIPE ,LLC			
ACT PIPE & SUPPLY			
HANSON PIPR & PRECAST			
CONTECH CONSTRUCTION PRODUCTS INC			
VARMICON INDUSTRIES	NO BID	NO BID	NO BID

Polyethylene Pipe – 20 Ft. Joints

High density, polyethylene pipe, smooth interior, with H-20 load rating

RIO VALLEY PIPE, LLC

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8"	[redacted]
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
72"	

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8"	NO BID
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID

MISC. FITTING(S) FOR POLYETHLENE PIPE – 20 FOOT JOINTS	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

REINFORCED POLYETHYLENE Pipe – 20 Ft. Joints

RIO VALLEY PIPE,LLC

ESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
24"	[redacted]
30"	
36"	
42"	
48"	
54"	
60"	
72"	
84"	
96"	

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID
54"	NO BID
60"	NO BID
72"	NO BID
84"	NO BID
96"	NO BID

MISC. FITTING(S) FOR REINFORCED POLYETHYLENE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

HEAVY WALL CONCRETE PIPES – 3 FOOT JOINTS

RIO VALLEY PIPE,LLC

ESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
15"	[redacted]
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR HEAVY WALL CONCRETE PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

CORRUGATED POLYVINYL CHLORIDE
(PVC) STORM SEWER PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
12"	[redacted]
15"	
18"	
24"	
30"	
36"	
42"	
48"	

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
12"	NO BID
15"	NO BID
18"	NO BID
24"	NO BID
30"	NO BID
36"	NO BID
42"	NO BID
48"	NO BID

MISC. FITTING(S) FOR CORRUGATED STORM SEWER PIPE

DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

Corrugated Steel Storm Sewer Pipe

(Unit Price includes one gasket band connection for every 20 Foot Joint)

VARMICON INDUSTRIES

DIAMETER	TYPE "IR" PIPE	TYPE "I" PIPE	TYPE "IA" PIPE	MISC. FITTING(S) FOR CORRUGATED STORM PIPE	
				DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
36"	NO BID	NO BID	NO BID	90s	NO BID
42"	NO BID	NO BID	NO BID	ELBOWS	NO BID
48"	NO BID	NO BID	NO BID	TEES	NO BID
54"	NO BID	NO BID	NO BID		
60"	NO BID	NO BID	NO BID		
66"	NO BID	NO BID	NO BID		
72"	NO BID	NO BID	NO BID		
78"	NO BID	NO BID	NO BID		
84"	NO BID	NO BID	NO BID		
90"	NO BID	NO BID	NO BID		
96"	NO BID	NO BID	NO BID		
102"	NO BID	NO BID	NO BID		
108	NO BID	NO BID	NO BID		
114"	NO BID	NO BID	NO BID		
120"	NO BID	NO BID	NO BID		
126"	NO BID	NO BID	NO BID		
132"	NO BID	NO BID	NO BID		
138"	NO BID	NO BID	NO BID		
144"	NO BID	NO BID	NO BID		

RUBBER GASKET JOINT CONCRETE PIPE

RIO VALLEY PIPE,LLC

ESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

ACT PIPE & SUPPLY

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

HANSON PIPE & PRECAST

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

CONTECH CONSTRUCTION PRODUCTS INC.,

DESCR*	PRICE
8'X12"	[redacted]
8'X15"	
8'X18"	
8'X24"	
8'X30"	
8X36"	
8'X42"	
8'X48"	

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	[redacted]
ELBOWS	
TEES	

VARMICON INDUSTRIES

DESCR*	PRICE
8'X12"	NO BID
8'X15"	$10.75
8'X18"	$12.75
8'X24"	$19.50
8'X30"	$28.00
8X36"	$38.00√
8'X42"	$49.00
8'X48"	$59.50

MISC. FITTING(S) FOR RUBBER GASKET JOINY PIPE	
DESCR* SUCH AS BUT NOT LIMITED TO	PRICE
90's	NO BID
ELBOWS	NO BID
TEES	NO BID

RIO VALLEY PIPE, LLC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

ACT PIPE & SUPPLY		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

HANSON PIPE & PRECAST		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

CONTECH CONSTRUCTION PRODUCTS INC.,		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	[redacted]	½"	[redacted]
1 ½"		¾"	
2"			
3"			
4"			

VARMICON INDUSTRIES		PLUMBING PIPES – 20 FOOT SECTIONS	
PVC	PRICE	COPPER	PRICE
½"	NO BID	½"	NO BID
1 ½"	NO BID	¾"	NO BID
2"	NO BID		[redacted]
3"	NO BID		
4"	NO BID		

Hidalgo County
Bid No. 08-343-11-26-OTM
PIPES- "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes & Additional Miscellaneous Items"

VARMICON INDUSTRIES

(CATEGORY B) INLETS BID PAGE

DESCRIPTION	PRICE															
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	10'
TY "A" INLET	NO BID	$735.00	$745.00	$770.00√	$785.00√	$810.00√	$840.00√	$870.00√	$890.00√	$915.00√	$950.00√	$990.00√	$1025.00√	NO BID	NO BID	NO BID
TY "A" (SPL-1) INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "C" INLET	NO BID	$700.00√	$725.00√	$750.00√	$790.00√	$815.00√	$840.00√	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "CC" INLET	NO BID	$1035.00√	$1045.00√	$1070.00√	$1085.00√	$1110.00√	$1140.00√	$1170.00√	$1190.00√	$1215.00√	$1250.00√	$1290.00√	$1325.00√	NO BID	NO BID	NO BID
TY "F" INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TY "F" (SPL-1) INLET	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

CATEGORY C- MANHOLES)

DESCRIPTION	PRICE													
	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TY "A" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "A-1" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
TY "M" MANHOLE	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB

CATEGORY D- MISCELLANEOUS
PORTALBE WATER SUPPLY ITEMS

DESCRIPTION	UNIT	PRICE
8" WATER VALVE	EA	NO BID
FIRE HYDRANT W/ VALVE	EA	NO BID
8" PVC SCHEDULE 40 WATER LINE DR18	LF	NO BID
2" PVC SCHEDULE 40 WATER LINE DR 18	LF	NO BID
1.5" PVC SCHEDULE 40	LF	NO BID
0.75" PVC SCHEDULE 40	LF	NO BID
0.5" PVC SCHEDULE 40	LF	NO BID
8" 90 DEGREE ELL	EA	NO BID
8"X2" WATER SADDLE W/ 2' CORPORATE VALVE	EA	NO BID

AI-13931 **21.B.1.**

Irrevocable Directive of Draw Proceeds/Disbursement Agreement-- Closner Construction

CC REGULAR

Date:	02/17/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Presentation for discussion, consideration and approval of an "Irrevocable Directive of Draw Proceeds/Disbursement Agreement" as required (as a condition precedent to issuing Payment & Performance bonds) by bonding company, Insurors Indeminity Company, contract surety for Closner Construction for: "Culvert Crossing and Drainange Improvement Project-Mile 13 North and Mile 6 West" (approved by Commissioners Court on January 20, 2009-Project #2008-320B-11-12-LRM) and thus directing all contract funds to Aacon, Inc., disbursement agent for: Closner Construction Co., LLC and as further specificed/detailed on document(s) attached herein.

BACKGROUND

Approval of this request will allow surety company to provide the required payment and performance bonds for completion and execution of required contracts.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Approval for fiscal impact taken on previous action of 01/20/09.

Available Balance as of 2-11-09 ($227,654.66), pending closing of period 13.

Available Balance as of 2-11-09 for calendar year 2008 $571,017.34, pending closing of period 13.

Monies in the amount of $241,000.09 have been appropriated for calendar year 2009 approved by CC on 1-20-09, refer to AI #13405 for the contract award to Closner Construction.

Attachments

Link: CLOSNER DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 01:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:27 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 02:20 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Vangie Garcia

Started On: 02/11/2009 09:24 AM

Final Approval Date: 02/13/2009

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



DATE: 1-28-2009
TO: Martha Salazar
FROM: Albert Closner
RE: Funds Disbursement Procedure

Ms. Salazar,

Closner Construction was awarded the **"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"** project. We utilize the funds disbursement process with our bonding company and they require the County to disburse all County payments directly to them. Attached is the form directing the County where to send the payments. Expediting this process would be greatly appreciated.

Sincerely,

Albert Closner

EXHIBIT A

CLOSNER CONSTRUCTION CO., LLC
2809 West Expressway 83
La Feria, Texas 78559
Phone: 956-797-0785
Fax: 956-797-0576

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

Insurors Indemnity Company ("Surety"), Contract Surety for CLOSNER CONSTRUCTION CO., LLC, ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and is in no way a party to the agreement between the **Hidalgo County, Texas** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that Owner shall direct or cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been set up for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be endorsed on the back of the payment check, draft or voucher to include the words;**

> **Deposit Only** to **Aacon, Inc., Disbursement Agent for CLOSNER CONSTRUCTION CO., LLC – Hidalgo County, Account No. 805032281, JP MORGAN CHASE BANK.**

All payments are to be mailed to: **CLOSNER CONSTRUCTION CO., LLC, C/O Aacon, Inc., 624 West University, PMB #238, Denton, TX 76201-1889** or wire transferred directly to the above described account at: **ABA Routing No. 111000614, JP Morgan Chase Bank, N.A., Denton North Branch #00435, 1200 West University Drive, Denton, Texas 76201**. Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of the Chief Executive Officer or President of the Surety.

CLOSNER CONSTRUCTION CO., LLC:

Print: Jaime Closner
Its:

HIDALGO COUNTY, TEXAS:

Print:
Its:
Phone:
Fax:
Date:

INITIALS _____(Contractor)/ AA (AACON)

Aacon, Inc.. All Rights Reserved

B. Dead Body Pick-up & Transport Services with RGV Transport Services, LLC:

a) Renew for an additional one (1) year (as provided in the current contract) under the same rates, terms and conditions; or

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

b) Advertise the project with review and modification of current specifications;

NO Action taken on this item.

C. Autopsy Facility with Ceballos Funeral Home:

a) Renew for an additional one *(1)* year (as provided in the current contract) under the same rates, terms and conditions; or

NO ACTION taken on this item.

b) Advertise the project with review and modification of current specifications;

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

B. Pct. 1

1. **Presentation for discussion, consideration and action on a recommendation by project engineer Dos Logistics, Inc to award to the lowest bidder meeting all specifications for 2008-320B-11-12-LRM "Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West" and approval of contract subject to Legal Review and receipt of Bonds.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval subject to funding.

C. Pct 2

1. **Requesting approval of Payment Application No. 3 in the amount of $53,033.40 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2626 in the amount of $27,716.40 (South Tower Estates Subd.) from R. Gutierrez Engineering Corporation, contracted project engineer for Precinct No. 2, after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-13934 **21.B.2.**

Pct 1- Inv #11322908-L&G Engineering-C-7-451-12-26 & WA# 2-Dos Logistics Inc-C-08-380-11-04

CC REGULAR

Date:	02/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322908 in the amount of $ 16,440.00 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO #596375) for: FM 493 from MILE 10 to SH 107-Hidalgo County Precinct No. 1.

B. Presentation for consideration, discussion, and approval of Work Authorization #2 in the amount of $58,055.00 with DOS LOGISTICS, INC. to provide engineering services in connection with Contract No. C-08-389-10-28 -"ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Re-aligning and paving of Mile 1 North to the existing Drainage Ditch and Pecan Avenue from Mile 1 East to the cul de sac along with providing necessary Drainage Improvments) within Hidalgo County Precinct No. 1.

BACKGROUND

Invoice No. 11322908-L & G Engineering
WA# 2-Dos Logistics Inc-C-08-389-10-28

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

PO #596375 available balance of $581,402.13 as of 02/12/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance of $451,641.08 as of 02/12/09.

Attachments

Link: Inv #11322908-L&G Engineering

Link: WA# 2-Dos Logistics Inc-C-08-380-11-04

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:47 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:29 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/12/2009 03:38 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Letty Saenz

Started On: 02/11/2009 09:42 AM

Final Approval Date: 02/13/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322908
INVOICE DATE: 01/31/09

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00
PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2009.						
11006-Design Schem	272,500.00	258,875.00		258,875.00	95.0	13,625.00
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	51,300.00		51,300.00	90.0	5,700.00
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	4,880.37		4,880.37	24.4	15,119.63
12030-Public Invmt	20,450.00	12,702.50		12,702.50	62.1	7,747.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv.Plans&Des	25,000.00	23,750.00		23,750.00	95.0	1,250.00
15010-Surv.Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Desigr	252,000.00	126,000.00		126,000.00	50.0	126,000.00
16100-Drainage	168,000.00	92,400.00		92,400.00	55.0	75,600.00
16200-Pavt Mrk & Sig	84,000.00	42,000.00		42,000.00	50.0	42,000.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302-Traf Cntrl Pln	84,000.00	33,600.00	8,400.00	42,000.00	50.0	42,000.00
16304-Irrigation	84,000.00	31,080.00		31,080.00	37.0	52,920.00
16307-Utilities	168,000.00	95,760.00	5,040.00	100,800.00	60.0	67,200.00
16400-Contract Mgmt	100,000.00	57,000.00	3,000.00	60,000.00	60.0	40,000.00
32000-Const. Mgnmt	35,800.00				0.0	35,800.00
TOTALS:	1,598,950.00	1,017,547.87	16,440.00	1,033,987.87	64.7	564,962.13

9-1336-431-00-121-049-0-841

PO 596375

ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,598,950.00
TOTAL COMPLETED TO DATE	$	1,033,987.87
LESS PREVIOUS INVOICES	$	1,017,547.87
CURRENT PAYMENT DUE	$	16,440.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
N.E. Hinton on 2/6/09
GOODS/SERVICES RECEIVED BY:
N.E. Hinton on 2/5/09

Client: Hidalgo County

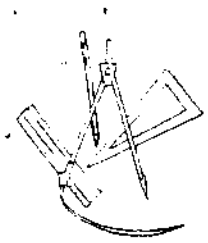
ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO SH 107

TASK AND DESCRIPTION	FIRM	2007-2008													2009												
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
WORK AUTHORIZATION NO. 1																											
Entire Length of Project																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	RODS																										
Update Planimetric and DTM files	RODS																										
DESIGN SURVEYS	RODS																										
EXISTING RIGHT-OF-WAY LAYOUT	RODS																										
meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
meetings w/ City of Donna	L&G																										
meetings - w/ Precinct No 1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Public Meeting										Adv																	
Draft Environmental Document, Field Visits etc.	L&G																										
Submit Draft EA (2nd)	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Categorical Exclusion Clearance	TXDOT																										
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																										
TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT	TXDOT																										
TXDOT COMPLETES ROW MAP																											
WORK AUTHORIZATION NO. 2																											
PS&E DEVELOPMENT FROM: MILE 14 TO SH 107																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY & BRIDGE	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																										
TXDOT REVIEW PLAN SUMMITTAL	TXDOT																										
NEW CONTRACT OR COUNTY COMPLETES WORK																											
ROW ACQUISTION FOR ENTIRE PROJECT																											
Project Administration																											
Coordination with County and TxDOT																											
Preliminary Administrative & Acquisition Process																											
Title Commitments																											
Appraisal Reports																											
Appraisal Review Reports																											
Appraisal Update Reports																											
Approved Values by TXDOT																											
Acquisition Negotiation Offers																											
Title Curative Process																											
Title Commitment Updates																											
Payments for Parcels																											
Condemnation Support Process																											
Eminent Domain Proceedings by COUNTY																											
Title Insurance Policies - Negotiations/ED																											
Consummation of Outstanding Cases																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

9:35 AM 1/15/2009

9569737804 PCT 1 12:52:41 p.m. 02-10-2009 3/5



L&G Engineering

Transportation Consultants

February 2, 2009

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RECEIVED FEB 05 2009

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of January 2009. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16th. We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval.	L&G	95%
This task is complete.	L&G	100%
Comments were received from TxDOT and the revisions were made and the 13 sets of the EA were delivered to TxDOT on November 12, 2008.	L&G	90%
This task is complete.	L&G	100%
L&G is still working on obtaining ROE for the surveys to begin. The historical report and field work has begun.	L&G	24.4%
No activities occurred this month.	L&G	62%
Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office.	RODS	100%
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%
Control points (BM's) are complete.	RODS	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • jacinto@lgengineers.com

H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.	RODS	100%
Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork.	L&G	50%
We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.	L&G	55%
Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic. Plan sheets are being cut.	L&G	50%
This task has not begun.		0%
We have completed the TCP typical sections. A preliminary "Sequence of Construction" and "TCP General Notes" have been created. An overall TCP plan with TCP sheets is being completed for review.	L&G	50%
All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details are being verified.	L&G	37%
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Some comments have been received.	L&G	60%
L&G continues to coordinate and manage the work required and is providing County with updates. Preliminary TCP and cross-sections have been submitted to TxDOT	L&G	60%
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager

Attachment

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Letty

Fax: **Pages:** 5

Phone: **Date:** 2/10/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Letty: Please place the following inv# 11322908 from L & G Engineering on the next cc for approval for payment.

Thanks

Noe Montez

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.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-08-389-10-28

WORK AUTHORIZATION NO. 2

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 LOGISTICS, INC.**, professional engineer of Weslaco, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services as it pertains to the following:

RE-ALIGNING AND PAVING OF MILE 1 NORTH TO THE EXISTING DRAINAGE DITCH AND PECAN AVENUE FROM MILE 1EAST TO THE CUL DE SAC ALONG WITH PROVIDING NECESSARY DRAINAGE IMPROVEMENTS.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$58,055.00**.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 **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. **9-1336-431-00-121-041-0-731**
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. 1.

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 _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

BY: _____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

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 Engineer
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Engineer
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "B"
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 this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	$ 58,055.00
Engineering	=	9% of the Services Fee
Geotechnical	=	2 ½ % of the Services Fee

ATTACHMENT "A"

Services to be Provided by the Engineer

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for re-aligning and paving of Mile 1 East from Mile 4 North to the existing Drainage Ditch and Pecan Avenue from Mile 1 East to the CUL DE SAC along with providing necessary drainage improvements.

The project is divided into six phases, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering plans to the schematic level, and will include typical roadway sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design. This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimates (PS&E).

The Final Design Phase will include all plans and specifications needed to go out for construction. This section of the project will be developed to complete PS&E, for use by the County.

PHASE 1 Data Collection

A. Engineering

1. Proposed plans and calculations for outfall drainage.
2. LIDAR and aerial photos when available.
3. County/City design requirements.
4. Plans for other projects impacted by proposed roadway.

PHASE II Preliminary Engineering and Design

A. Preliminary Engineering

1. Confirm route selection and limits of work.
2. Prepare project roadway layout and drainage area map.
3. Prepare basic hydrologic & hydraulic calculations based on County requirements.

4. Determine structure sizing and limits of pavement repair on crossing structures.

5. Develop hydraulic model of project.

6. Develop preliminary Engineers Opinion of Construction Cost estimates.

7. County Review.

I. Preliminary Design Plans (30%)

a. Prepare General Drawings
b. Prepare Plan and Profile Schematic
c. Preliminary plan and profile for roadway and drainage structures
d. Preliminary hydraulic calculations sheets
e. Preliminary typical section sheets
f. Submit for county Review and approval prior to final design

PHASE II FINAL DESIGN

1. Drainage Design

The Engineer shall perform drainage design for the proposed improvements to existing facilities within the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval. If additional geotechnical borings or geotechnical engineering is required, the Engineer will request additional funds in the form of a supplemental agreement to this work authorization.

2. Roadway Design

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the **Project**. The design of theses roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

3. Bridge Design

The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria, required by the Owner (City, County, or State), of any associated bridge structure and/or roadway, and the requirements set forth by the latest version of the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

4. Plans, Specifications & Estimates (PS&E)

i. The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.

ii. All final plan sheets shall be developed by the Engineer, on 24" x 36" reproducible, 4 mil, double-matte, white, opaque film.

iii. Graphics files shall be developed by the Engineer in AutoCADD design file format, and must plot consistent with the reproducible plots submitted.

iv. **Plan Sheets** Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)

v. **Specifications.** Whenever possible, the Engineer shall use for roadways and bridges the latest version of the Texas Department of Transportation's Standard Specification for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the Engineer, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

vi. **Estimates.** The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

5. **Construction Phase Services.** The Engineer shall provide engineering services for each authorized construction contract of the Project. Specific engineering work activities, tasks, and/or special services to be provided by the Engineer will include:

   a) **Construction Bidding**
   The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

   Note: Services for assistance in advertising for each authorized construction contract for the Project action on the bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the Engineer

   b) **Project Site Representation**
   The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

      1. In general, the Engineer shall provide the engineering support and data required for consultation and advisement to the Owner, and protect the Owner against defects and deficiencies in the work of the Contractor.

      2. Monthly Reports. The Engineer shall provide the engineering support and data required to monitor the Contractor's progress on a monthly basis. This information will be utilized for the development of the monthly progress report to be provided to the Owner.

      3. Contractor Payment. The Engineer shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
      Note: The Engineer is not responsible for actual payments to Contractor

      4. The Engineer will provide Project site representation of the authorized construction contract as follows:

         a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction at least one time per month for the purpose of monitoring the Constractor's progress and conformance to the construction contract plans and specifications.

         b. Resident Engineer. If authorized by the Owner, the Engineer will furnish the services of a Resident Engineer and/or

construction representative(s) for continuous on-the-site representation. If the Owner requests the Engineer provide the services of the Resident Engineer, this will be considered special services and will require a supplemental agreement to this work authorization.

5. **Miscellaneous Technical Activities**

a) **Shop Drawings**. The Engineer shall review and check all shop or working drawing furnished by the Contractor. If an individual shop or working drawing requires more than two (2) reviews, then all additional reviews by the Engineer will be considered special services.

b) **Control of Materials & Equipment**. The Engineer shall review inspection reports of all materials and equipment furnished/used by the Contractor as follows:

a. Review all laboratory, shop and mill tests of materials and equipment for compliance with the contract specifications.

b. Review Project record testing and/or independent assurance testing reports as outlined in the contract specifications.

c) **Change Orders**. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change order, which may be required due to actual field conditions encountered or new requirements directed by the Owner. If the change order will be considered as special services.

Preliminary Construction Cost Estimate

Hidalgo County Precinct No. 1 Re-Aligning and Paving of Mile 1 North to the existing drainage ditch and Pecan Avenue from Mile 1 East to the CUL DE SAC along with providing necessary Drainage improvements.

Prepared By Dos Logistics, Inc.

A. Mile 1 East

1. Prepare Right of Way	35.51	STA	@	$ 375.00=	$ 13,316
2. 2" Asphalt Concrete Paving	9434	SY	@	$ 20.00=	$188,672
3. PRIME COAT (MC-30)	1415	GAL	@	$ 3.50=	$ 4,953
4. Flexbase (New base)(12")	3669	CY	@	$ 30.00=	$110,059
5. Lime Treated Flexbase (6")	11006	SY	@	$ 3.70=	$ 41,272
6. 18" Culvert Pipe	220	LF	@	$ 35.00=	$ 7,700
7. 24" Culvert Pipe	100	LF	@	$ 45.00=	$ 4,500
8. 30" Culvert Pipe	100	LF	@	$ 60.00=	$ 6,000
9. 36" Culvert Pipe	100	LF	@	$ 80.00=	$ 8,000
10. Headwall	2	EA	@	$ 4,000.00=	$ 8,000
11. Concrete Rip Rap	40	CY	@	$ 310.00=	$ 12,400
12. Roadside Ditches	7075	LF	@	$ 3.50=	$ 24,763
13. Driveway Repair	22	EA	@	$ 1,250.00=	$ 27,500
14. Striping	7075	LF	@	$ 0.50=	$ 3,538
15. Asphalt Pavement Repair	30	SY	@	$ 35.00=	$ 1,050
16. Signage	2	EA	@	$ 350.00=	$ 700
17. Trench Safety	520	LF	@	$ 2.50=	$ 1,300
18. Storm Water Pollution Prevention	1	LS	@	$ 20,000.00=	$ 20,000
19. Utility Relocation	1	LS	@	$ 2,500.00=	$ 2,500
20. Pipe Removal	440	LF	@	$ 10.00=	$ 4,400
21. Remove/Replace Existing Mailboxes	12	EA	@	$ 350.00=	$ 4,200
22. Barricade, Signs and Traffic Handling	2	MO	@	$ 5,000.00=	$ 10,000

10% Contingency	:	**$ 50,482**
Engineering Fee	:	**$ 45,434**
Geotechnical	:	**$ 12,621**
Total	:	**$ 613,359**

Leticia Saenz

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, February 11, 2009 8:36 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: work auth #2
Attachments: WORK AUTHORIZATION #2.doc; Attachment A Mile 1 East (2).doc; Attachment B WA2.doc; Preliminary Construction Cost Estimate B WA2.doc

---

From: noe.montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, February 10, 2009 4:11 PM
To: 'leticia.saenz@co.hidalgo.tx.us'
Subject: work auth #2

Letty: can you please place on next cc agenda for approval. C-08-389-10-28. Acctn # 9-1336-431-00-121-041-0-731 CIP

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.10.22 - Release Date: 2/11/2009 12:00 AM

AI-14005 **21.B.3.**

Pct 1-Invoice No. 01.08 E-Dos Logistics Inc-C

CC REGULAR

Date:	02/17/2009
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 discussion, consideration, acceptance, and approval of Invoice Nos. 01.08 E in the amount of $12,767.50 from Dos Logistics, Inc., contracted engineer for the "Storm Water Improvement Project" (Encinal)for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-242-10-28).

BACKGROUND

Invoice No. 01.08 E-DL, Inc-C-08-242-10-28

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Amount available as of 2-13-09 $20,428.00 for Dos Logistics, Inc. in relation to Storm Water Improvements for Colonia Encinal.

Attachments

Link: Invoice No. 01.08 E-Dos Logistics Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 02:40 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:10 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/13/2009 07:37 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Letty Saenz Started On: 02/12/2009 02:00 PM

Final Approval Date: 02/13/2009

DL INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

DATE:
February 10,2009

INVOICE # 01.08 E

PO Number: 612707

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST	BALANCE TO COMPLETE
Hidalgo County Pct. 1						
Encinal						
Preliminary Phase 25%	$5,107.00	100%	$5,107.00		$5,107.00	$0.00
Design Phase 50%	$10,214.00	75%	$7,660.50		$7,660.50	$2,553.50
Construction Phase 25%	$5,107.00	0%	$0.00		$0.00	$5,107.00
TOTAL	**$20,428.00**					**$7,660.50**
			TOTAL DUE		**$12,767.50**	

County Approval: Sylvia A. Handy

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

9-1201-431-00-121-052-0-733
PO 612707

INVOICE RECEIVED BY
Noe Hinojosa on 2/12/09
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 2/12/09

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 2

Phone: **Date:** 2/12/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv #01-08 E from Dos Logistics Inc. on the next cc meeting for approval.

Thanks

Noe Montez

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-13968 **21.B.4.**

Pct 1-WA# 9-L&G Engineering Laboratory-E-08-364-08-12 & WA# 4-Leonel Garza Jr.& Associates LLC-C-08-040-03-25

CC REGULAR

Date:	02/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 4 in the amount of $ 1,250.00 with Leonel Garza Jr. & Associates to provide appraisal services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-040-03-25 for "FM 493 Project" for the (Monte Alto Collection Site) will consist of approximately one (1) individual parcel.

B. Presentation for consideration, discussion, acceptance and approval of Work Authorization No. 9 with L & G Engineering Laboratory, LLC for the provision of "Construction Materials Testing Services" (through contract #E-08-364-08-12) for: Culvert Re-Construction (Mile 3N & FM 491 Project within Hidalgo County Precinct No. 1

BACKGROUND

WA# 4-Leonel Garza Jr & Associates, LLC-C-08-040-03-25
WA# 9-L&G Engineering Laboratory-E-08-364-08-12

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Available Balance (227,654.66) for calendar year 2009 as of 2-13-09; Available Balance as of 2-13-09 for calendar year 2008 $571,017.34, pending closing of period 13.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-339

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

BUDGETARY IMPACT:

Funding for the WA #4 for appraisal services provided by Leonel Garza & Assoc. is pending approval of line item transfer for $2,000.00, refer to AI #13959 CC 2-17-09.

Attachments

Link: WA #4 Leonel Garza & Assoc.

Link: WA# 9-L&G Engineering Laboratory

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:20 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/13/2009 09:23 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Letty Saenz — Started On: 02/11/2009 03:10 PM

Final Approval Date: 02/13/2009

HIDALGO COUNTY

Professional Appraisal Services
Contract #C-08-040-03-25
Work Authorization Form

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, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to ***provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Monte Alto Collection Site, Hidalgo County, Texas of which will consist of approximately ± 1 individual parcels.***

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Appraiser*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,250.00.** 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 Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. **9-1100-423-00-121-001-0-** 339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. 4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER:
LEONEL GARZA JR & ASSOCIATES, LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: J.D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals along **Monte Alto Collection Site**, Hidalgo County, Texas specified for approximately ±1 parcel for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along **Monte Alto Collection Site**, Hidalgo County, Texas specified for approximately ±1 parcel for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost — **$1,250.00**

±1 Appraisals Monte Alto Collection Site, Hidalgo County, Texas @ $1,250.00 Per Parcel = $1,250.00

Included Per Parcel:

1. (3) Original Appraisal Reports
2. (1) Original Appraisal Report with Invoice

Additional Original Reports — **$150.00 Per Original Copy**

This cost shall apply for additional original (color) copies required by the County of Hidalgo.

Updated/Revised Reports — **$625.00 Per Parcel**

50% of Original Cost if within six (6) months of the original report.

This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Joe Pena, Director of the Right-of-Way Department, prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**

Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour *Plus Expenses***

Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

Leticia Saenz

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, February 11, 2009 11:41 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Monte Alto
Attachments: Work Authorization No. 4 Montel Alto 020409.pdf

Letty, need this work auth placed on cc for next week please....we are doing a line item transfer for same court meeting of 2/17/09 to handle the expenses on acct 9-1100-432-00-121-001-0-334

From: alma1419@aol.com [mailto:alma1419@aol.com]
Sent: Wednesday, February 04, 2009 4:50 PM
To: noe.montez@co.hidalgo.tx.us
Subject: Monte Alto

Let me know if your able to open the file. Disregard the first one.

Alma Oyervides
Leonel Garza Jr. & Associates,LLC
alma1419@aol.com

Get instant access to the latest & most popular **FREE** games while you browse with the Games Toolbar - Download Now!

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.10.22 - Release Date: 2/11/2009 12:00 AM

HIDALGO COUNTY

Professional Engineering Services
Contract # E-08-364-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 09

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Culvert Re-Construction (*Mile 3N. & FM 491*) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$6,665.24**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.09 shall be funded through funding source:
Account No. 9-1201-431-00-121-052-0-733
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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 Handy as to content and detail of this Work Authorization No. # 09.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Culvert Re-Construction (*Mile 3N. & FM 491*) Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Culvert Re-Construction (*Mile 3N. & FM 491*) Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Culvert Re-Construction (*Mile 3N. & FM 491)* Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Culvert Re-Construction (*Mile 3 N. & FM 491*) Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Culvert Re-Construction (*Mile 3N. & FM 491*) Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement E-08-364-08-12.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Culvert Re-Construction (*Mile 3N. & FM 491*) Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment D
Culvert Re-Construction (Mi 3 N & FM 491)
Prepared For Hidalgo County Pct. No. 1

Trench Backfill and Subgrade Materials Testing - Laboratory				
Tech Time	9	Hrs.	$41.80	$376.20
Trip Charge	24	Mi.	$0.46	$11.04
Atterberg	3	Ea.	$69.65	$208.95
Moisture-Density Determ	3	Ea.	$179.95	$539.85
Reports	3	Ea.	$20.60	$61.80
Eng. Spec.	0.75	Hrs.	$104.50	$78.38
Engineer	0.75	Hrs.	$139.40	$104.55
			Sub.	**$1,380.77**
Trench Backfill & Roadway Subgrade Field Density Testing				
Tech Time	24	Hrs.	$41.80	$1,003.20
Trip Charge	96	Mi	$0.46	$44.16
Comp. Test	36	Ea.	$20.90	$752.40
Reports	12	Ea.	$20.60	$247.20
Eng. Spec.	3	Hrs.	$104.50	$313.50
Engineer	3	Hrs.	$139.40	$418.20
			Sub.	**$2,778.66**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	8	Mi.	$0.46	$3.68
Sieve Analysis	1	Ea.	$52.20	$52.20
Texas Wet Ball Mill	1	Ea.	$203.25	$203.25
Atterberg	1	Ea.	$69.65	$69.65
Moisture-Density Determ	1	Ea.	$179.95	$179.95
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	0.5	Hrs.	$104.50	$52.25
Engineer	0.5	Hrs.	$139.40	$69.70
			Sub.	**$797.28**
Base Material Field Density Testing				
Tech Time	2	Hrs.	$41.80	$83.60
Trip Charge	8	Mi	$0.46	$3.68
Comp. Test	2	Ea.	$20.90	$41.80
Reports	1	Ea.	$20.60	$20.60
Eng. Spec.	0.25	Hrs.	$104.50	$26.13
Engineer	0.25	Hrs.	$139.40	$34.85
			Sub.	**$210.66**

Concrete Testing - Rip Rap					
Tech Time	4	Hrs.	$53.40		$213.60
Trip Charge	16	Mi	$0.46		$7.36
Air Content	2	Ea.	$20.85		$41.70
Report	2	Ea.	$20.60		$41.20
				Subtotal	$303.86
Pickup, Cure Break and Report					
Tech Time	2	Hrs.	$53.40		$106.80
Trip Charge	16	Mi	$0.46		$7.36
Hold, Cure	8	Ea.	$10.45		$83.60
Compression Test	8	Ea.	$13.95		$111.60
Test Reports (7 and 28 day)	4	Ea.	$20.60		$82.40
				Subtotal	$391.76
Asphalt Testing-Field and Laboratory					
Tech Time	4	Hrs.	$53.40		$213.60
Trip Charge	16	Mi	$0.46		$7.36
Rolling Patterns	1	Ea.	$34.85		$34.85
Laboratory Molded (ga)	1	Pr.	$63.85		$63.85
%AC-Grad	1	Ea.	$203.25		$203.25
Reports	2	Ea.	$20.60		$41.20
Asphalt Thickness	2	Ea.	$58.10		$116.20
Eng. Spec.	0.5	Hrs.	$104.50		$52.25
Engineer	0.5	Hrs.	$139.40		$69.70
				Sub.	$802.26

Total Estimated Material Testing Fees $6,665.24

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

February 4, 2009

(09)
RECEIVED FEB 05 RECD
4PM

Mr. Joseph Palacios
Attn: Noe Montes
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 9 / Culvert Re-Construction (*Mile 3N. & FM 491*) Project

Dear Mr. Montes:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 9
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 9 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 6 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

AI-13824 **21.C.1.**

Purchase of Three (3) New 2009 4x2 PU for Code Enforcement Pct. #2
CC REGULAR

Date:	02/17/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors; Three (3) New 2009 Ford F-150 4x2 Pick up Trucks; in the amount not to exceed $94,018.000 which includes buy-board pricing and accessories. (Bid No. 2009-092-OGG)

BACKGROUND

As requested by Pct. #2 proposed units will provide transportation and communication for proposed Code Enforcement Officers for Pct. #2 area.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-431-00-122-033-0-741

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

BUDGETARY IMPACT:

Available balance is $205,000.00 as of 2/10/09.

Attachments

Link: Copy of 13824 HIDALGO CO 09 W12 BN XL C2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2009 10:21 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 10:57 AM	APRV
3	Dale Kennan	Dale Kennan	02/10/2009 01:20 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Oscar Garza — Started On: 02/04/2009 03:40 PM

Final Approval Date: 02/13/2009

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

BUYBOARD #281-07

End User: HIDALGO COUNTY CODE ENFORCEMENT PCT # 2 **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 2/4/2009

Product Description: FORD F150 4X2 PICKUP

A. Bid Series: 16 **A. Base Price:** **$ 11,617.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	SHORT BED XL MODEL	STD	RS	RADIO SUPPRESSION	$ 90.00
	MANUAL TRANS	STD	RSC	DRIVERS SIDE SPOTLIGHT	$ 265.00
	VINYL SEAT	STD	52N	CRUISE CONTROL	$ 211.00
	HEATER/DEFROSTER	STD	6ST	6 HIDE-AWAY STROBE PACKAGE	$ 589.00
	AM-FM RADIO	STD	9W12	2009 XL SUPER CREW INCLUDES:	$ 315.00
	FULL SPARE TIRE	STD		CLOTH 40-20-40 SEAT AND CARPET	NOTE
44Q	4-SPEED AUTOMATIC	$ 1,427.00		POWER WINDOWS-LOCKS-MIRRORS	NOTE
W12	SUPERCREW UPGRADE	$ 4,884.00		AM-FM AND 4.6L V8 GAS	NOTE
8DS	FACTORY DESTINATION	$ 975.00	13	DVD MOBILE VIDEO SYSTEM	$ 5,395.00
	FUEL SURCHARGE AS		10	JOTTO DESK EQUIPMENT CONSOLE	$ 395.00
	OF 10-08-08		29	TRUCK PUSH BUMPER	$ 495.00
572	A/C	$ 796.00	WIG	HEADLIGHT WIG-WAG FLASHER	$ 95.00

Total of B. Published Options: **$ 15,932.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 13.3 **%**

Options	Bid Price	Options	Bid Price
WHELEN TEXAS SPECIAL	$ 1,999.00		
LED LIGHT BAR RED/BLUE	INCL	AUX FUSE BLOCK	$ 78.00
ALLEYS AND TAKE-DOWNS	INCL	PDI CHARGE	$ 80.00
REAR AMBER ARROW	INCL		
CENCOM SIREN CONTROLLER	INCL	MOTOROLA PM-1500 VHF ANALOG 100	$ 1,500.00
SIREN SPEAKER	INCL	WATT MOBILE RADIO WITH ANTENNA,	
INSTALLATION	INCL	PROGRAMMING AND INSTALLATION	
ESTIMATED DELIVERY WITH	NOTE		
EQUIPMENT IN 90-120 DAYS			

Total of C. Unpublished Options: **$ 3,657.00**

D. Contract Price Adjustment: **$ -**

E. Delivery Charges: 0 **miles @ $.93/mile** **$ -**

F. Total of A + B + C + D + E = F **$ 31,206.00**

G. Quantity Ordered 3 **x F =** **$ 93,618.00**

H. Administrative Fee [from Fee Schedule, Table A] **$400 PER PURCHASE ORDER** **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 94,018.00**

AI-14000 **21.D.1.**

Purchase of Three (3) New 2009 Silverado 4x4 1500 Crewcab PU
CC REGULAR

Date:	02/17/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Requesting discussion, consideration and approval to purchase Three (3) New 2009 Chevrolet 1500 Silverado 4x4 Crewcab Trucks through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of $89,883.00 which includes administration and delivery fees for Precinct #3's Drainage Improvements Project #2009-106-OGG.

BACKGROUND

Purchase of proposed units will be for Drainage Improvement Project in Pct. #3.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-741

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Appropriation of funds has been placed on agenda with (pending)

AI-13901; $34,344.00 (part of appropriation for this object code)
AI-13978; $28,356.00
$62,700.00
Two (2) vehicles can be purchased from (1203) funds

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-431-00-123-047-0-741

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

BUDGETARY IMPACT:

Amount available as of 02/13/09; $27,183.00
Pending AI-14032 for $ 2,778.00
$29,961.00

One (1) vehicle can be purchased with (1302) funds

Attachments

Link: 09-106

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 02:00 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:07 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 10:07 AM	APRV
4	Roland Garcia	Rolando Garcia	02/13/2009 02:20 PM	APRV
5	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Oscar Garza Started On: 02/12/2009 09:30 AM

Final Approval Date: 02/13/2009

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	2/4/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2009 CHEVROLET 1500 SILVERADO CREWCAB CK10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3LV8 FFV	INCL		
AIR CONDITION	INCL		
AUTOMATIC	INCL		
LT PACKAGE 1LT	3862		
FOUR WHEEL DRIVE 4X4	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3862

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	Z71 PACKAGE/7000#GVWR	-1250
		Subtotal D:	-557

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 29761

Quantity Ordered:	3	X Subtotal of A + B + C + D:	29761	=	**Subtotal E:**	89283

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	45-90 DAYS	H. Total Purchase Price (E+F+G):	89883

AI-13883 **21.E.1.**

RightFax 9.4 Enterprise Server

CC REGULAR

Date:	02/17/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer equipment, software, peripherals and/or maintenance/support through our membership/participation with (DIR) Department of Information Resource through the following awarded vendor MTM Technologies, Inc. DIR-SDD-264 through requisition #148503 for the total amount of $33,338.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-002-0-432

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

BUDGETARY IMPACT:

Amount available for req #148503 $9,544.50 in object code 432 as of 2-11-09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-002-0-745

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

BUDGETARY IMPACT:

Amount available for req #148503 $9,078.00 in object code 745 as of 2-11-09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-002-0-747

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

BUDGETARY IMPACT:

Amount available for req #148503 $14,716.00 as of 2-11-09 in object code 747.

Attachments

Link: RightFax 9.4 Enterprise Server

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2009 10:37 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 11:06 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 02:33 PM	APRV

4	Auditor's Office	02/13/2009 05:44 PM	NEW
Form Started By: Matilde Faz		Started On: 02/09/2009 10:27 AM	
Final Approval Date: 02/13/2009			

Requisition

Req # 00148503

PO #

Date: 02/03/09

Regular # 13883 2/17/09

Bill To: x
x

Vendor : 353663
MTM TECHNOLOGIES, INC.
1200 HIGH RIDGE ROAD
STAMFORD CT 06905

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-264

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-264 QUOTE 191335-2 DO NOT DUPLICATE ORDER		
1.00	EACH	RightFax 9.4 Enterprise Server	3,779.00	3,779.00
15.00	EACH	RightFax Additional Document Delivery Channel	639.00	9,585.00
1.00	EACH	RightFax PDF Module	1,352.00	1,352.00
1.00	EACH	TR1034+E16H-T1-1N-R 16-pt T1/PRI Interface Fax Board-PCI Express	9,078.00	9,078.00
1.00	EACH	Brooktrout Next Day Advanced Replacement - 1 year- New Sale	1,843.50	1,843.50
4.00	EACH	MTM daily labor rate for RightFax installation services. A time estimate and Statement of Work will be provided based on each situation.	1,200.00	4,800.00
1.00	EACH	Daily per diem Travel charge for on-site support, installation or training when 50 miles or more from Houston, Dallas or Austin		.00
		Variable		
1.00	EACH	RightFax Premium Support - 1 Year	2,901.00	2,901.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-432	9,544.50	
		9-1100-415-00-200-002-0-745	9,078.00	
		9-1100-415-00-200-002-0-747	14,716.00	
			Freight	.00
			Total	33,338.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

This will replace the fax machines County Wide

DIR

Authorized By: _____

MTM TECHNOLOGIES

100 Congress Ave.
Suite 2100
Austin, TX 78701

Quote #	Quote Date
191335 - 2	1/27/2009

Submitted By:

Tom DiMatteo, Account Manager
Phone: +1 (512) 469-3509
Fax: +1 (201) 558-7465
Email: tdimatteo@mtm.com

Prepared For:

Eli Gracia
Hidalgo County
100 North Closner
5th Floor
Edinburg, TX 78539

Phone: +1 (956) 292-7010
Email: eli.gracia@co.hidalgo.tx.us

ITEM	DESCRIPTION	QTY	UNIT	EXTENDED
1	RightFax 9.4 Enterprise Server	1	$3,779.00	$3,779.00
2	RightFax Additional Document Delivery Channel	15	$639.00	$9,585.00
3	RightFax PDF Module	1	$1,352.00	$1,352.00
5	RightFax Premium Support - 1 Year	1	$2,901.00	$2,901.00
6	TR1034+E16H-T1-1N-R 16-pt T1/PRI Interface Fax Board - PCI Express	1	$9,078.00	$9,078.00
7	Brooktrout Next Day Advanced Replacement - 1 year - New Sale	1	$1,843.50	$1,843.50
8	MTM daily labor rate for RightFax installation services. A time estimate and Statement of Work will be provided based on each situation.	4	$1,200.00	$4,800.00
9	Daily per diem Travel charge for on-site support, installation or training when 50 miles or more from Houston, Dallas or Austin	1	variable	variable
10	IMPORTANT: THIS QUOTE CONTAINS FAX BOARD HARDWARE. YOU MUST VERIFY THE FAX BOARD HARDWARE QUOTED HEREIN WILL WORK WITHIN YOUR SYSTEM ARCHITECTURE AND FIT WITHIN THE SERVER WHERE THE FAX BOARD WILL BE INSTALLED.			
11	OPEN TEXT (CAPTARIS) WILL NOT ALLOW RETURNS ON ANY FAX BOARD HARDWARE WHOSE SHIPPING PACKAGE HAS BEEN UNSEALED REGARDLESS OF CONDITION. ANY SEALED RETURNS OR EXCHANGES MUST BE MADE WITHIN 30 DAYS OF INVOICE.			

Total: **$33,338.50**

MTM DIR Contract# DIR-SDD-264

*** SPECIAL INCENTIVE PRICING GOOD FOR PO ISSUED TO MTM BY 2/26/09***

Terms of Sale:

- The terms of this Quote are valid for 30 calendar days from the above-referenced Quote Date.
- This Quote is subject to and governed by the MTM Technologies Agreement between the customer referenced herein ("you") and the MTM Technologies entity referenced herein ("MTM"). If you and MTM have not executed an MTM Technologies Agreement, this Quote is subject to and governed by the terms of the Agreement posted at http://www.mtm.com/terms and a copy of which is available upon your request, and you accept the terms of this Quote and the standard MTM Technologies Agreement by (1) signing this Quote, (2) using the relevant Product or Service (or allowing others to do so) or (3) making any payment for the relevant Product or Service, and if you do not agree to the foregoing, you must notify MTM immediately to return the Product and obtain a full refund.
- Payment Terms: 30 days after the date of invoice.
- Freight Terms: F.O.B. MTM's or MTM's supplier's shipping dock, shipped ground unless otherwise requested in writing by you. You will reimburse MTM for transportation charges as specified herein or on MTM's invoice.
- All orders are subject to approval by MTM at its corporate headquarters in Stamford, Connecticut.

Accepted By:

_____
SIGNATURE

_____
NAME/TITLE

P.O. #: Date:

MTM TECHNOLOGIES

100 Congress Ave
Suite 2100
Austin, TX 78701

Quote #	Quote Date
191335 - 2	1/27/2009

Submitted By:

Tom DiMatteo, Account Manager
Phone: +1 (512) 469-3509
Fax: +1 (201) 558-7465
Email: tdimatteo@mtm.com

Prepared For:

Eli Gracia
Hidalgo County
100 North Closner
5th Floor
Edinburg, TX 78539

Phone: +1 (956) 292-7010
Email: eli.gracia@co.hidalgo.tx.us

ITEM	DESCRIPTION	QTY	UNIT	EXTENDED	
1	RightFax 9.4 Enterprise Server	1	$3,779.00	$3,779.00	747
2	RightFax Additional Document Delivery Channel	15	$639.00	$9,585.00	} 747
3	RightFax PDF Module	1	$1,352.00	$1,352.00	
5	RightFax Premium Support - 1 Year	1	$2,901.00	$2,901.00	432
6	TR1034+E16H-T1-1N-R 16-pt T1/PRI Interface Fax Board PCI Express	1	$9,078.00	$9,078.00	745
7	Brooktrout Next Day Advanced Replacement - 1 year - New Sale	1	$1,843.50	$1,843.50	432
8	MTM daily labor rate for RightFax installation services. A time estimate and Statement of Work will be provided based on each situation.	4	$1,200.00	$4,800.00	432
9	Daily per diem Travel charge for on-site support, installation or training when 50 miles or more from Houston, Dallas or Austin	1	variable	variable	
10	IMPORTANT: THIS QUOTE CONTAINS FAX BOARD HARDWARE. YOU MUST VERIFY THE FAX BOARD HARDWARE QUOTED HEREIN WILL WORK WITHIN YOUR SYSTEM ARCHITECTURE AND FIT WITHIN THE SERVER WHERE THE FAX BOARD WILL BE INSTALLED.				
11	OPEN TEXT (CAPTARIS) WILL NOT ALLOW RETURNS ON ANY FAX BOARD HARDWARE WHOSE SHIPPING PACKAGE HAS BEEN UNSEALED REGARDLESS OF CONDITION. ANY SEALED RETURNS OR EXCHANGES MUST BE MADE WITHIN 30 DAYS OF INVOICE.				
			Total:	$33,338.50	

MTM DIR Contract# DIR-SDD-264

*** SPECIAL INCENTIVE PRICING GOOD FOR PO ISSUED TO MTM BY 1/30/09***

Terms of Sale:

- The terms of this Quote are valid for 30 calendar days from the above-referenced Quote Date.
- This Quote is subject to and governed by the MTM Technologies Agreement between the customer referenced herein ("you") and the MTM Technologies entity referenced herein ("MTM"). If you and MTM have not executed an MTM Technologies Agreement, this Quote is subject to and governed by the terms of the Agreement posted at http://www.mtm.com/terms and a copy of which is available upon your request, and you accept the terms of this Quote and the standard MTM Technologies Agreement by (1) signing this Quote, (2) using the relevant Product or Service (or allowing others to do so) or (3) making any payment for the relevant Product or Service, and if you do not agree to the foregoing, you must notify MTM immediately to return the Product and obtain a full refund.
- Payment Terms: 30 days after the date of invoice.
- Freight Terms: F.O.B. MTM's or MTM's supplier's shipping dock, shipped ground unless otherwise requested in writing by you. You will reimburse MTM for transportation charges as specified herein or on MTM's invoice.
- All orders are subject to approval by MTM at its corporate headquarters in Stamford, Connecticut.

Accepted By:

_____
SIGNATURE

_____
NAME/TITLE

_____
P.O. #: Date:

MTM TECHNOLOGIES

Open Text RightFax Implementation

STATEMENT OF WORK

Hidalgo County, Edinburg TX

PROPOSAL DATE: January 29, 2009

OPPORTUNITY NUMBER: 191335

PREPARED FOR:

Eli Gracia
100 North Closner – 5th Floor
Edinburg, TX, 78539
(956) 318-2660
eli.gracia@co.hidalgo.tx.us

PREPARED BY:

Michael E. Greene, Technical Consultant
Tom DiMatteo, Account Executive
MTM Technologies, Inc.
100 Congress Ave
Suite 2100
Austin, TX, 78701

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1 Overview

Hidalgo County has engaged MTM Technologies to perform an Open Text RightFax Implementation. This Statement of Work describes **Error! Reference source not found.**'s goals and current environment as well as the specific tasks required to complete the engagement. **Error! Reference source not found.** and MTM Technologies responsibilities and assumptions are also outlined herein, along with a summary of the project investment.

1.1 MTM Technologies Approach

MTM Technologies utilizes a consistent methodology with our Hidalgo Countys. Our phased framework addresses the entire lifecycle of an IT solution. This proven methodology, combined with our experience and expertise, reduces the risk of deploying new technology and protects your IT investment. The five components are Assess, Design, Implement, Manage, and Evolve.

1. Assess—Assessing major infrastructure elements (network, servers, operating systems, applications, storage, and security).
2. Design—Architecting the future enterprise (strategy, requirements, return on investment, optimization, development, and pilots).
3. Implement—Fast, smooth, and on-time implementations (project management, experience, reduced risk, and cost-effectiveness).
4. Manage—Ongoing management and support (network management [onsite or remote], phone support, training, and managed hosting).
5. Evolve—Working with you to develop a vision and road map for the future of your IT systems.

1.2 Project Goals

Error! Reference source not found. has engaged MTM Technologies to perform the service described in this document in order to meet the following goals:

- To implement the Open Text RightFax solution in the environment successfully.
- To provide secure and reliable faxing technologies to the user community.

1.3 Summary of Hidalgo County Environment

Error! Reference source not found.'s technical infrastructure as it pertains to this engagement consists of the following components:

- Microsoft Active Directory Environment
- Microsoft Windows 2003 Server
- Mlicorsoft SQL Server 2005
- T1 PRI Telecom terminated at Hidalgo County Data Center

2 Scope of Services, Approach, and Methodology

In this Statement of Work for **Error! Reference source not found.**, the MTM Technologies account team has outlined the requirements and describes the activities, deliverables, and resources that are necessary to complete the project goals. It is important to note the scope and pricing for this Statement of Work is based on information known as of the Statement of Work date and is subject to change as new information may be discovered over the course of the engagement.

2.1 Summary of Proposed Solution

MTM Technologies will provide the necessary resources to implement a fully configured RightFax system in **Error! Reference source not found.**'s environment with complete documentation of the installation and configuration of the systems by the assigned consultant.

2.2 Detailed Scope of Services

An MTM Technologies consultant will perform each of the following tasks.

- Pre-installation planning and project review.
- Onsite readiness assessment.
- Assembly and configuration of server hardware, operating system, and RightFax software.
    - Includes all file server hardware, fax board, loading Windows 2000/2003 and RightFax server software, and RightFax module configuration. The software installation will also include any service packs tested and approved by MTM Technologies.
    - Onsite installation and integration of RightFax server into **Error! Reference source not found.**'s existing LAN and configuration of RightFax to meet **Error! Reference source not found.**'s needs.
    - Workstation setup and testing for outbound faxing. MTM Technologies will set up at least one Windows 2000/XP PC.
    - Configuration of inbound routing as specified below in the detailed implementation tasks table.
- Importing users from **Error! Reference source not found.**'s designated source, or setup of RightFax specific user database. Existing faxes and user account information will not be migrated to the new system.
- Configuration of the fax board and integration of the fax board with telephony systems (telephony systems are pre-configured by **Error! Reference source not found.**'s local telco vendor per MTM Technologies' specifications).
- Configuration of up to five (5) of EACH of the following: Forms, Signatures, and Library Documents. Service does NOT include development of these items; they must be provided by **Error! Reference source not found.**.
- Onsite training of up to three (3) **Error! Reference source not found.** support personnel on basic functionality and administration (formal classroom training is available at additional cost).
- Post-installation documentation and review.

2.3 Detailed Implementation Tasks

Component	Detail/Version	Qty	Provided by	Installed by
RightFax Server Hardware	Minimum: 2GHz processor, 1 GB memory, 3 hard drives RAID 5 (recommended)	1	**Error! Reference source not found.**	**Error! Reference source not found.**
Operating System	Windows Version: 2003 Edition: Standard	1	**Error! Reference source not found.**	MTM Technologies
RightFax Software	Version: 9.3 Edition: Enterprise Server RightFax additional Channels		**Error! Reference source not found.**	MTM Technologies
RightFax Database	☐ MSDE/SQL Express ☒ SQL 2000/2005 Version: Standard ☐ SQL NEW ☒ SQL Existing Notes:		**Error! Reference source not found.**	MTM Technologies
Modules to be Implemented	☐ E-Mail Gateway (SMTP, GroupWise, MS Mail) ☐ E-Mail Gateway for MS Exchange 2000/2003 ☐ E-Mail Gateway for Lotus Notes ☐ OCR ☐ Docs on Demand ☒ PDF ☐ Web Client ☐ Secure Docs ☐ SNMP		**Error! Reference source not found.**	MTM Technologies
Fax Boards	Model: TR1034+E16H-T1-1N-R 16-pt T1/PRI Interface Fax Board - PCI Express Model: Model:	1	**Error! Reference source not found.**	MTM Technologies
Telephony Configuration	Circuit Type: ☒ New ☐ Existing Circuit Type: ☐ New ☐ Existing		**Error! Reference source not found.**	MTM Technologies

Component	Detail	Provided By	Installed By
Telephony Routing Methods	☐ DID ☒ DNIS ☐ Channel ☐ ANI ☐ DTMF	**Error! Reference source not found.**	**Error! Reference source not found.**
Inbound Fax Routing Methods	☒ Fax Mailbox ☐ E-mail – MS Exchange 2000/3 or 5.5 ☐ E-mail – Lotus Notes ☐ E-mail – SMTP ☒ Network Directory ☐ Other:	**Error! Reference source not found.**	MTM TECHNOLOGIES
Client Connectivity	☒ LAN/WAN ☐ Internet\Web	**Error! Reference source not found.**	**Error! Reference source not found.**
Outbound Faxing Methods	☒ Print to Fax ☒ FaxUtil ☐ SMTP/Lotus Notes/Exchange ☐ MS Outlook ☐ Embedded Codes ☐ Other:	**Error! Reference source not found.**	MTM TECHNOLOGIES
Notification of Faxing Events	☐ E-Mail ☐ Windows Pop Up ☐ Pager ☐ SMS	**Error! Reference source not found.**	MTM TECHNOLOGIES

2.4 Project Requirements and Assumptions

The following sections detail **Error! Reference source not found.**'s responsibilities as they pertain to this engagement and the assumptions MTM Technologies has made.

2.4.1 Service Requirements

Error! Reference source not found. has the following responsibilities as they pertain to this engagement.

- Ensure availability of designated **Error! Reference source not found.** and/or third party personnel for the duration of the engagement.

- Obtain all necessary hardware, software, licensing, and peripheral products prior to the start of the engagement.
- Arrange for all necessary downtime prior to the start of the engagement.
- Provide to MTM Technologies' consultant(s) all requested information about **Error! Reference source not found.**'s technical infrastructure, preparing and updating said documents as much as possible prior to the consultants' arrival onsite. Requested information may include, but will not be limited to, the following:
    - Existing security policies and procedures.
    - A current master network diagram.
    - A current TCP/IP addressing scheme document.
    - A list of all applications (front-end and back-end) currently in use.
    - A list of all external connections (Internet, private-line, telephone, etc.) currently in use.
- Provide to MTM Technologies' consultant(s) all necessary physical and login access to technical infrastructure (data center[s], wiring closet[s], server[s], etc.) for the duration of the engagement.

2.4.2 Project Assumptions

Based on communication with **Error! Reference source not found.**'s staff, MTM Technologies is making the following assumptions regarding this project. These assumptions are the basis upon which MTM Technologies prepared this Statement of Work. If any of these assumptions are inaccurate, or if important assumptions are missing, MTM Technologies requests **Error! Reference source not found.** bring this to our attention so we may modify the Statement of Work accordingly.

- All work will be performed during normal business hours—Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. (local time), excluding holidays—unless expressly stated otherwise in this Statement of Work.
- It is **Error! Reference source not found.**'s responsibility to back up the data on the affected systems and provide adequate security. MTM Technologies is not responsible for loss of data, for loss or use of any of **Error! Reference source not found.**'s computer or network systems resulting in the performance of its services.
- Installation must be complete for any equipment not purchased from MTM Technologies (i.e.,, the server[s] must be assembled physically, if required, the rack must be assembled, the server[s] must be mounted on the rack, and the server[s] must be ready to bring online).
- If required information proves difficult to obtain or unavailable, **Error! Reference source not found.** and MTM Technologies will work together to arrive mutually at pertinent and appropriate project assumptions or MTM Technologies has additional fee-based services that may be utilized to gather required information. Either of these options may impact the time required to complete the engagement.
- **Error! Reference source not found.** will provide all software unless expressly stated otherwise in this Statement of Work.

2.5 Documentation Deliverables

In addition to delivering operational Open Text RightFax server(s) within **Error! Reference source not found.**'s requirements, MTM Technologies will deliver "as built" documentation that will include the following elements at a minimum.

- Hardware and operating system configurations.
- RightFax server and module configuration.
- Fault tolerance configuration (if applicable).

2.6 Project Schedule

The following table represents an approximate timetable on which this engagement can be completed. The dates shown are NOT binding commitments and are subject to change based on consultant and product availability and changes in this engagement.

Phase	Approximate Date(s)
All Phases – 4 Days	21 days from Signed PO
Estimated Days for All Phases	

3 Investment Summary

The price(s) shown below represents the value of assessment, design, and/or integration services described in the Scope of Services section above.

Investment Summary		Cost
MTM Technologies Consulting & Integration Services	$	4,800.00
Hardware & Software	$	28,538.50
MTM Technologies Support	$	-
Total Project Investment	**$**	**33,338.50**

3.1 Terms and Conditions

This Statement of Work is subject to and governed by the MTM Technologies Services Agreement between Customer and MTM Technologies, or, if Customer and MTM Technologies have not executed a Services Agreement, the terms of MTM Technologies' Master Agreement, which is posted at http://www.mtm.com/terms and a copy of which is available upon request (in either case, the "Agreement"). This Statement of Work shall be considered a "Sales Order" for purposes of the Agreement.

3.2 Travel Expenses

Actual costs for hotel, flights, rental cars and/or mileage reimbursement, tolls, and meals will be charged back to **Error! Reference source not found.**.

3.3 Billing Terms

MTM Technologies' billing terms for Services are defined below.

Project Value	Rule
25 thousand dollars or less	Billing upon completion
Greater than 25 thousand dollars, less than 100 thousand dollars	50% upon signature, 50% upon completion
Greater than 100 thousand dollars	1/3 upon signature, 1/3 at midpoint, and 1/3 upon completion

MTM Technologies will invoice the amount quoted for Product, if any, plus the cost of freight of and any applicable taxes upon shipment of Product to Customer. All Product invoices are payable within ten (10) calendar days of the invoice date.

4 Notice to Proceed

4.1 Contact Information

MTM Technologies, Inc.	
Corporate Office: 1200 High Ridge Road Stamford, CT 06905 Voice: (203) 975-3700 **Local Office:** **Error! Reference source not found.** Austin, TX, 78701 Fax: Local Office Fax Number	**Local Office Contacts:** **Error! Reference source not found.**, Account Executive Voice: MTM Account Manager Phone Email: MTM Account Manager Email **Error! Reference source not found.**, Technical Consultant Voice: Technical Contact Phone Email: Technical Contact Email
Error! Reference source not found.	
Main Contact: **Error! Reference source not found.** – 5th Floor Edinburg, TX, 78539 Voice: **Error! Reference source not found.** Email: eli.gracia@co.hidalgo.tx.us	**Additional Contacts/Sites:**

4.2 Acceptance

A signature on this page by an authorized **Error! Reference source not found.** representative indicates your agreement and acceptance of this Statement of Work and authorizes MTM Technologies to proceed with all necessary actions to start this project, including procurement of the Products and Services described in this Statement of Work. Each party warrants and represents that its respective representative, whose signature appears below, is duly authorized to execute and deliver this Agreement.

Error! Reference source not found.		MTM Technologies, Inc.	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	

Error! Reference source not found.		MTM Technologies, Inc.	
Date		**Date**	

5 Change Authorization Form

Description of Change	
Hidalgo County Name:	**Error! Reference source not found.**
Opportunity Number:	**Error! Reference source not found.**
Project Name:	Open Text RightFax Implementation
Change Request Number:	
Date Submitted:	
Originator:	
Description of Change Requested:	
Reason for Change (include benefits of change):	
Importance (Essential, Highly Desirable, Low Priority):	
Impact to Scope:	
Impact to Schedule:	
Impact to Budget:	

Error! Reference source not found.		MTM Technologies, Inc.	
Accepted ☐ **Rejected** ☐		**Accepted** ☐ **Rejected** ☐	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	
Date		**Date**	
If rejected, state reason:			

6 Production Sign-Off and Project Complete Document

Project Name: Open Text RightFax Implementation
Opportunity Number: **Error! Reference source not found.**

6.1 Intent

The intent of the Production Sign-Off and Project Complete Document is to ensure members of both parties, MTM Technologies, Inc. ("MTM Technologies") and **Error! Reference source not found.** ("Hidalgo County"), mutually agree all contractual obligations have been fulfilled and delivered under the Project Name and Opportunity Number identified above. Upon signing below, all participants agree, without amendments or qualifications, that MTM Technologies has fulfilled all obligations satisfactorily pertaining to the project stated above and the Hidalgo County is now responsible for supporting the implemented technology as of the date indicated below.

Day: _____
Month: _____
Date: _____
Year: _____

6.2 Reference, Case Study, and/or Press Release

May we contact you to discuss the possibility for you and/or your company to participate in a Hidalgo County Reference, Case Study, and/or Press Release?

☐ Yes
☐ No

6.3 Signature

Production Sign-Off and/or Project Complete, as defined above, will be deemed material and binding when the approval, by the designated authorized individuals from the respective companies, is evidenced below by signature.

Error! Reference source not found.		MTM Technologies, Inc.	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	
Date		**Date**	

AI-13989 **21.F.1.**

BCAP-PRECINCT NO 1-Round III-Final Approval of Prof Engineering Svcs Contract

CC REGULAR

Date:	02/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, and approval of final negotiated contract #C-CAP-09-030A-10-28 for Professional Engineering Services with Leo L. Rodriguez, Jr. DBA Rodriguez Engineering in connection with BCAP Round III- Precinct No. 1 B-CAP Projects for the following coloinia's : Mary Ann, Colonia Boyce, Colonia Saenz, Valley View

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-XXX-0-334

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

BUDGETARY IMPACT:

Funds available as of 2-11-09. Please refer to attached expense report.

Attachments

Link: BCAP-Pct 1 Leo Rodriguez DBA Rodriguez Engineering

Link: BCAP- Pct 1-Expense Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 01:56 PM	APRV
2	Budget & Management		02/13/2009 05:44 PM	PEND
3	Ivan Cantu	Ivan Cantu	02/12/2009 05:06 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marcie Jackson Started On: 02/11/2009 05:29 PM

Final Approval Date: 02/13/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-030A-02-07

THIS AGREEMENT is made effective the ____ day of _____, 2009, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Leo L. Rodriguez, Jr. DBA Rodriguez Engineering,** professional engineers of Edinburg, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 1** (hereinafter referred to as the **"Project).**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **April 21, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more practically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports

in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

EXHIBIT "B", attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages,

losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**Rodriguez Engineering**
Attn: Agapito Vargas	**Attn: Leo L. Rodríguez, PE**
301 East State Street	**P. O. Box 1830**
Pharr, Texas 78577	**Edinburg, Texas 78540**

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the

Engineer represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009.

ENGINEER: Rodriguez Engineering

BY:_____
Leo L. Rodriguez, PE, Owner

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

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

By:_____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance *(Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT C
WORK SCHEDULE
HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

PROJECT- MARY ANN

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PPROJECT- COLONIA BOYCE

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PROJECT- COLONIA SAENZ

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PROJECT- VALLEY VIEW

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

EXHIBIT "D"

Engineers Agreement Rates

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Principal	$120.00/Hr.
Project Manager	$ 78.00/Hr.
Project Engineer	$ 70.00/Hr.
R.P.L.S.	$ 70.00/Hr.
G.P.S. Survey Crew	$ 95.00/Hr.
3 Man Survey Crew	$ 80.00/Hr.
2 Man Survey Crew	$ 70.00/Hr.
Party Chief	$ 40.00/Hr.
CADD/Designer	$ 48.00/Hr.
Clerical	$ 15.00/Hr.

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	=	**$ 47,631.32**	
Phase I	=	40% of the **Service Fee**	**$19,052.53**
Phase II	=	40% of the **Service Fee**	**$19,052.53**
Phase III	=	20% of the **Service Fee**	**$9,526.26**

Mary Ann	CSJ: 3C1080895	$19,891.96
Colonia Boyce	CSJ: 3C1080232	$10,771.64
Colonia Saenz	CSJ: 3C1080181	$5,365.41
Valley View	CSJ: 3C1080779	$11,602.31

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-030A-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO._1_:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ___(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
Rodriguez Engineering

_____
By:_____
Leo L. Rodriguez, PE, Owner

THE OWNER:
HIDALGO COUNTY

_____
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 Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

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 _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2009** 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 ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____.

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:
RODRIGUEZ ENGINEERING

BY:_____
Leo L. Rodriguez, P.E. Owner

Address for Giving Notices:
P.O. Box 1830
Edinburg, Texas 78540

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: LEO L RODRIGUEZ

ADDRESS OF NAMED INSURED: PO BOX 1830 EDINBURG,TX 78540-1830

POLICY NUMBER	0771685E0653			
EFFECTIVE DATE OF POLICY	11/06/2008			
DESCRIPTION OF VEHICLE (Including VIN)	01 FORD F150 vin# B99777			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	250000			
Each Accident	500000			
b. Property Damage Each Accident	300000			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

James Newman — Agent — 6442 — 01/29/2009

Signature of Authorized Representative | Title | Agent's Code Number | Date

Name and Address of Certificate Holder

COUNTY OF HIDALGO
2802 S BUS HWY 281
EDINBURG, TX 78539

Name and Address of Agent

James Newman
903 Pecan
McAllen, TX 78501
(956) 687-3849

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☐ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/22/09

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
South Side Insurance P.O. Box 1526 McAllen, TX 78505 Phone (956)664-2246 Fax (956)664-2279	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED LEO L. RODRIGUEZ, JR DBA RODRIGUEZ ENGINEERING 5602 E. IOWA EDINBURG, TX 78540	INSURER A: HARTFORD LLOYDS INS CO	
	INSURER B: LANDMARK AMERICAN INS CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
COVERAGES	INSURER F:	

THE POLICIES OF INSURANCE LISTED 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 ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	61SBMRR4037DX	06/26/08	06/26/09	EACH OCCURRENCE	1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	100000
						MED EXP (Any one person)	5000
						PERSONAL & ADV INJURY	1000000
						GENERAL AGGREGATE	2000000
						PRODUCTS - COMP/OP AGG	1000000
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____ ☐				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	☐	***GARAGE LIABILITY*** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
	☐	**EXCESS/UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	
						AGGREGATE	
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WECNV8909	06/26/08	06/26/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER	1000000
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
B		**OTHER** PROFESSIONAL LIABILITY	LHR718318	07/06/08	07/06/09	E & O	1000000

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUS HWY 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 Rose E Duarte

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Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	5,365.41	.00	.00	.00	5,365.41	.00
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	10,771.64	.00	.00	.00	10,771.64	.00
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	11,602.31	.00	.00	.00	11,602.31	.00
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	19,891.96	.00	.00	.00	19,891.96	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**47,631.32**	**.00**	**.00**	**.00**	**47,631.32**	**.00**
9 YEAR		**47,631.32**	**.00**	**.00**	**.00**	**47,631.32**	**.00**

AI-13831 **21.G.1.**

CHANGE ORDER NO 1 CASA DE LOS VECINOS PCT 3
CC REGULAR

Date: 02/17/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No. 1 (increase) with contractor The 5125 Company for Casa De Los Vecinos Subdivision for Reconciliation of Construction Items in the amount of $8,930.00 as submitted through project engineer Javier Hinojosa Engineering. C-CAP-08-009-05-13.

BACKGROUND

BCAP Round II

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-141-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO#604912 is $237,492.00
PO Increase $8,930.00
Total PO Amount $246,422.00

Pending carryover to 2009.

Attachments

Link: Casa Del Los Vecinos
Link: P.O. Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 12:50 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 01:10 PM	APRV
3	Roland Garcia	Rolando Garcia	02/05/2009 01:59 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marcie Jackson
Started On: 02/04/2009 04:42 PM

Final Approval Date: 02/13/2009

CHANGE ORDER NUMBER ONE(1)

Project: Casa De Los Vecinos Subdivision Drainage Improvements

DATE OF ISSUANCE: January 27, 2009 EFFECTIVE DATE: January 27, 2009

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-08-009-05-13-LRM

CONTRACTOR: The 5125 Company
1008 Doherty
Mission, Texas 78572

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description:
1. Item 556 1 - 5' Diameter Manhole was added.
2. Item 990 LF - Replace Caliche on Road was added.

Reason for Change Order:
1. Reconciliation of Construction Items.
2. Reconciliation of Construction Items.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 237,492.00		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 237,492.00		Contract Time prior to this Change Order Substantial Completion:	120 calendar days or dates
Net Increase of this Change Order $ 8,930.00		Net Increase(decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 246,422.00	Net % increase(decrease)from original contract price. 3.76%	Contract Time with all approved Change Orders Substantial Completion:	120 calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Javier Hinojosa Engineering
Date: 1/30/09

APPROVED:
By: _____
Owner (Authorized Signature)
Hidalgo County
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
The 5125 Company
Date: 1/30/09

Exhibit E-B

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 3
CASA DE LOS VECINOS SUBDIVISION DRAINAGE IMPROVEMENTS
CONTRACT NO. C-CAP-08-009-05-13-LRM

Item Number	Original Contract Quantities	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost C.O. #1	Revised Contract Cost C.O. #1
530	560	560	SY	DRIVEWAY (ASPH-CONC-PAV) (PB-1)	$16.00	$8,960.00	$0.00	$8,960.00
530	46	46	SY	DRIVEWAY (CONCRETE 3000 PSI)	$30.00	$1,380.00	$0.00	$1,380.00
556	472	472	LF	15" RCP CULVERT PIPE	$20.00	$9,440.00	$0.00	$9,440.00
556	1176	1176	LF	18" RCP CULVERT PIPE	$22.00	$25,872.00	$0.00	$25,872.00
556	1456	1456	LF	24" RCP CULVERT PIPE	$28.00	$40,768.00	$0.00	$40,768.00
556	464	464	LF	30" RCP CULVERT PIPE	$40.00	$18,560.00	$0.00	$18,560.00
556	56	56	LF	36" RCP CULVERT PIPE	$48.00	$2,688.00	$0.00	$2,688.00
556	1160	1160	LF	42" RCP CULVERT PIPE	$64.00	$74,240.00	$0.00	$74,240.00
556	16	16	EA	TYPE "CC" INLETS	$2,000.00	$32,000.00	$0.00	$32,000.00
556	**3**	**4**	**EA**	**5' DIA. MANHOLE**	**$2,000.00**	**$6,000.00**	**$2,000.00**	**$8,000.00**
556	1	1	EA	CONCRETE DOWN DRAIN (POURED IN PLACE)	$3,500.00	$3,500.00	$0.00	$3,500.00
556	400	400	LF	PATCH PAVING	$15.00	$6,000.00	$0.00	$6,000.00
556	16	16	EA	SILT FENCING ON INLETS	$200.00	$3,200.00	$0.00	$3,200.00
556	**4884**	**4884**	**EA**	**TRENCH PROTECTION**	**$1.00**	**$4,884.00**	**$0.00**	**$4,884.00**
	-	990	LF	REPLACE CALICHE ON ROAD	$7.00	$0.00	$6,930.00	$6,930.00
					Total:	**$237,492.00**	**$8,930.00**	**$246,422.00**
				TOTAL BASE AMOUNTS:		**$237,492.00**	**$8,930.00**	**$246,422.00**

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

MEMORANDUM

To: Colonia Access Program
Attn: Mr. Agapito Vargas, Program Director

From: Javier Hinojosa, P.E.

Subject: Hidalgo County Precinct No. 3
Border Colonia Access Program Round II
Casa De Los Vecinos Subdivision Drainage Improvements

Date: January 30, 2009

Attached please find Change Order No. 1 for the Casa De Los Vecinos Drainage Improvements. This change order is for additional work performed for placement of caliche along Mile 6 due to the relocation of the drainage line. If you have any questions or require further information, please feel free to contact me at your convenience.

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: **Precinct #3**
Contact Name: **Norma Ceballos**
Telephone # **(956) 585-4509**

Purchase Order Number: **604912**
(Increase) # **1** for this Purchase Order
Procurement Method:
❑ Contract #
❑Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
❑Quotes over $1,000.00 (verbal quotes)
❑Quotes over $5,000.00
(attach written quotes)

TO: Vendor Number: **# 358908**
Vendor Name: **The 5125 Company**
1008 Doherty Ave.
Mission, Texas 78572

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
1		*Amount of Original Purchase Order*		**237,492.00**
		Drainage Construction of Casa De Los Vecinos		
		Amount of (Increase) Request		**8,930.00**
		TOTAL AMOUNT		**246,422.00**

Account Number: **9-1311-431-00-123-141-0-733**
Reason: **Change Order #1 Increase, pending approval on CC 2-17-09 agenda item #13831**

Authorization: J Flores (sp) — Department Head — 2/4/09 — Date
Reviewed by: _____ — Purchasing Department — _____ — Date
Approved By: _____ — Purchasing Agent — _____ — Date
Approved By: _____ — Hidalgo County Auditor — _____ — Date

AI-13993 **21.G.2.**

BCAP Pct. No. 3 - WA #1 - Round III - Izaquirre Eng. Group

CC REGULAR

Date:	02/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Autorization #1 (with a proposed fee of $21,323.54) with Izaguirre Engineering Group, LLC. to provide Engineering services to Hidalgo County Precinct No. 3 for Border Colonia Access Program Round III Projects. C-CAP-08-030B-11-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-XXX-X-334

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

BUDGETARY IMPACT:

Round III Colonias projects, please see the attached expense report for funding availability
Funding available as of 2-13-09

Attachments

Link: WA addl backup

Link: Wa Pct 3 Izaquirre

Link: Fund Balance Pct 3 Izaguirre

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 01:58 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/13/2009 03:26 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	PEND

Form Started By: Marcie Jackson Started On: 02/12/2009 08:37 AM

Final Approval Date: 02/13/2009

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

Engineers Agreement Rates

5.4.1. The Salary Costs used as a basis for payment means salaries and wages (basic and incentive) paid all ENGINEER's personnel engaged directly on the Project(s) and/or work task(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the Engineer's current hourly rates are:

Engineer Rates:

Principle Engineer	$145.00
Engineer	$115.00
Field Crew	$105.00
Project Manager	$75.00
Engineering Tech	$65.00
Field Manager	$55.00
Utility Coordinator	$45.00
Clerical	$35.00

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	=	**$21,323.54**	
Phase I	=	40% of the **Service Fee**	**$8,529.41**
Phase II	=	40% of the **Service Fee**	**$8,529.41**
Phase III	=	20% of the **Service Fee**	**$4,264.70**

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee	Total
La Homa Groves Est.	1	Alejandra Street	3C1080380	1,270	$3,116.98	$10,597.74	$13,714.72
Ramon Leal	2	Leal Street, Ramon Avenue	3C1080591	770	$1,729.28	$5,879.54	$7,608.82
			Subtotal	2,040	$4,846.26	$16,477.28	$21,323.54

Total Basic Service Fee $ 21,323.54

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-030B-11-25
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Izaguirre Engineering Group, LLC. professional engineers of Mission Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide plans, Specifications and Estimate (PS&E) and Construction Inspection for round III funded Proposition 2 – Border Colonia Access Program Projects of Hidalgo County Precinct No 3 as identified in ATTACHMENT "D"

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $21,323.54 .This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties herto, and terminate upon completion of scopes of the work authorization or (DATE).

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. 3 Commissioner José M. Flores as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
IZAGUIRRE ENGINEERING GROUP, L.L.C.

By: Diana Izaguirre, President

THE OWNER:
HIDALGO COUNTY

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 Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Estimated Cost Proposal

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-123-380-0-334	LA HOMA GROVE ESTATES-ENG & ARCH SR	13,714.72	.00	.00	.00	13,714.72	.00
8-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	7,608.82	.00	.00	.00	7,608.82	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**21,323.54**	**.00**	**.00**	**.00**	**21,323.54**	**.00**
8 YEAR		**21,323.54**	**.00**	**.00**	**.00**	**21,323.54**	**.00**

AI-13976 **21.G.3.**

CHANGE ORDER NO 1 BARNEY GROVES PCT 3

CC REGULAR

Date: 02/17/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No. 1 with contractor Sascon, Inc. for Barney Groves Subdivision for Final Quantitative Adjustments as submitted through project engineer Hinojosa Engineering, Inc. C-CAP-08-011-07-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-00-123-0XX-0-73X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #610646 is $67,753.10.

Attachments

Link: Barney Groves

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:23 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:04 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/13/2009 11:36 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marcie Jackson Started On: 02/11/2009 04:31 PM

Final Approval Date: 02/13/2009

CHANGE ORDER

NO. 1

PROJECT: Barney Groves Subdivision
DATE OF ISSUANCE: 1/13/2009

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577
OWNER'S PROJECT NO.: CAP-08-011-07-11

CONTRACTOR: Sascon, Inc.
ADDRESS: 5200 N. 26th Lane
McAllen, TX 78504
ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $67,753.10
ENGINEER'S PROJECT NO.: 06-355

You are hereby directed to make the following changes in the Contract Documents.

Description: 15" RCP under driveways was replaced with inverted driveways

Purpose: Final Quantitative Adjustments.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $67,753.10	**Original Contract Time:** 45 working days **days**
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days **days**
Contract Price prior to this Change Order $67,753.10	**Contract Time prior to this Change Order** 0 working days **days**
Net Increase of this Change Order $0.00	**Net Increase of this Change Order** 0 working days **days**
Contract Price with all approved Change Orders $67,753.10	**Contract Time with all approved Change Orders** 45 working days **days**

APPROVED:

Owner — Date
Hidalgo County Judge

APPROVED: SASCON INC

2-3-09
Contractor — Date
Sascon, Inc.

RECOMMENDED:

2-04-09
Engineer — Date
Hinojosa Engineering, Inc.

AI-13823 **21.G.4.**

APPLICATION FOR PAYMENT NO 2 FINAL PCT 3 CASA DE LOS VECINOS CC REGULAR

Date: 02/17/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Application for Payment No. 2 (final) in the amount of $8,037.00 from The 5125 Company contracted vendor for Casa De Los Vecinos Subdivision submitted by project engineer Javier Hinojosa Engineering. C-CAP-08-009-05-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-141-0-733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 604912 will be increased. Change Order on AI-13831

Amount available as of 02/12/09 is $88,911.94.

Attachments

Link: Casa De Los Vecinos

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:11 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:54 PM	APRV
3	Roland Garcia	Rolando Garcia	02/13/2009 11:37 AM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marcie Jackson Started On: 02/04/2009 03:02 PM

Final Approval Date: 02/13/2009

HL-10025

APPLICATION FOR PAYMENT NO. 2 & FINAL

To: **Hidalgo County** (OWNER)

From: **The 5125 Company** (CONTRACTOR)

Contract: **C-CAP-08-009-05-13-LRM**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Casa De Los Vecinos Subdivision Drainage Improvements**

OWNER'S Contract No. **C-CAP-08-009-05-13-LRM**

For Work Accomplished through the date of: **October 31, 2008**.

1. Original Contract Price:		$237,492.00
2. Net Change by Change Orders and Written Amendments (+):		$ 8,930.00
3. Current Contract Price (1 and plus 2):		$246,422.00
4. Total complete and stored to date:		$246,422.00
5. Retainage (per Agreement):		
10 % of completed Work:	$24,642.20	
_____ % of stored material:	$_____	
Total Retainage:		$ 24,642.20
6. Total complete and stored to date less retainage (4 minus 5):		$221,779.80
7. Less previous Application for Payments:		$213,742.80
8. DUE THIS APPLICATION (6 MINUS 7): P.O. 604912		$ 8,037.00

Accompanying Documentation: 9-1311-431-00-123-141-0-733→$8,930.00 <-893.00> = $8,037.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 1/30/09

Pat Espericueta

By: Pat Espericueta, President
The 5125 Company

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 30 day of January 2009

Edna Melina Cantu

Notary Public
My Commission expires: 01-07-2012

NOTARY PUBLIC STATE OF TEXAS
Edna Melina Cantu
My Commission Expires
01/07/2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1/30/09

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

The 5125 Company	**Contractor Name**	**Application No.:**	2 & FINAL
6/19/2008	**Starting Date**	**Application Date:**	1/27/2009
	Project Ending Date	**Period To:**	10/31/2008
10%	**Retainage Percent**	**Engineer Firm:**	Javier Hinojosa Engineering

Summary

CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C-1080-141	Casa De Los Vecinos Subdivision Drainage Imps.	$ 246,422.00	$ 237,492.00	$ 8,930.00	$ 246,422.00	$ -	$ 24,642.20	$ 221,779.80	$ 213,742.80	$ 8,037.00
		$ 246,422.00	$ 237,492.00	$ 8,930.00	$ 246,422.00	$ -	$ 24,642.20	$ 221,779.80	$ 213,742.80	$ 8,037.00

Prepared and Checked By:

Signature: _____

Printed Name: Javier Hinojosa, P.E.

Date: 1/30/09

09-1311-431-00-123-141-0-733 - $8,930.00 <-893.00> = $8,037.00

BCAP Payment Request

Grand Total

The 5125 Company — Contractor Name
06/19/08 — Starting Date
Project Ending Date
Casa De Los Vecinos Subdivision Drainage Imps. — Engineer's / County Project Description

Application No.: 2 & FINAL
Application Date: 01/27/09
Period To: 10/31/08
Engineer's / County Project No: 2C-1080-141

No.	Item Code	Description	Unit	Rate	Schedule Value Quan.	Schedule Value Dollars	Work Previously Completed Quan.	Work Previously Completed Dollars	This Period Quan.	This Period Dollars	Total Completed To Date Quan.	Total Completed To Date Dollars	Balance To Finish Quan.	Balance To Finish Dollars
		DRAINAGE												
1	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 16.00	560.00	$ 8,960.00	560.00	$ 8,960.00	0.00	$ -	560.00	$ 8,960.00	0.00	$ -
2	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	46.00	$ 1,380.00	46.00	$ 1,380.00	0.00	$ -	46.00	$ 1,380.00	0.00	$ -
3	556	15" RCP Culvert Pipe	LF	$ 20.00	472.00	$ 9,440.00	472.00	$ 9,440.00	0.00	$ -	472.00	$ 9,440.00	0.00	$ -
4	556	18" RCP Culvert Pipe	LF	$ 22.00	1176.00	$ 25,872.00	1,176.00	$ 25,872.00	0.00	$ -	1,176.00	$ 25,872.00	0.00	$ -
5	556	24" RCP Culvert Pipe	LF	$ 28.00	1456.00	$ 40,768.00	1,456.00	$ 40,768.00	0.00	$ -	1,456.00	$ 40,768.00	0.00	$ -
6	556	30" RCP Culvert Pipe	LF	$ 40.00	464.00	$ 18,560.00	464.00	$ 18,560.00	0.00	$ -	464.00	$ 18,560.00	0.00	$ -
7	556	36" RCP Culvert Pipe	LF	$ 48.00	56.00	$ 2,688.00	56.00	$ 2,688.00	0.00	$ -	56.00	$ 2,688.00	0.00	$ -
8	556	42" RCP Culvert Pipe	LF	$ 64.00	1160.00	$ 74,240.00	1,160.00	$ 74,240.00	0.00	$ -	1,160.00	$ 74,240.00	0.00	$ -
9	556	Type"CC" Inlets	EA	$ 2,000.00	16.00	$ 32,000.00	16.00	$ 32,000.00	0.00	$ -	16.00	$ 32,000.00	0.00	$ -
10	556	5' Dia. Manhole	EA	$ 2,000.00	4.00	$ 8,000.00	3.00	$ 6,000.00	1.00	$ 2,000.00	4.00	$ 8,000.00	0.00	$ -
11	556	Concrete Down Drain (Poured In Place)	EA	$ 3,500.00	1.00	$ 3,500.00	1.00	$ 3,500.00	0.00	$ -	1.00	$ 3,500.00	0.00	$ -
12	556	Patch Paving	LF	$ 15.00	400.00	$ 6,000.00	400.00	$ 6,000.00	0.00	$ -	400.00	$ 6,000.00	0.00	$ -
13	556	Silt Fencing On Inlets	EA	$ 200.00	16.00	$ 3,200.00	16.00	$ 3,200.00	0.00	$ -	16.00	$ 3,200.00	0.00	$ -
14	556	Safety End Treatments	EA	$ 1.00	4884.00	$ 4,884.00	4,884.00	$ 4,884.00	0.00	$ -	4,884.00	$ 4,884.00	0.00	$ -
14		Replace Caliche On Road	LF	$ 7.00	990.00	$ 6,930.00	0.00	$ -	990.00	$ 6,930.00	990.00	$ 6,930.00	0.00	$ -
16														
17														
18														
19														
20														
21														
22														
23														
24														
25						$ 246,422.00		$ 237,492.00		$ 8,930.00		$ 246,422.00		$ -

Prepared and Checked By:

Signature: [signature]
Printed Name: Javier Hinojosa, P.E.

Date: 1/30/09

PARTIAL/~~FINAL~~ WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to furnish **Casa Los Vecinos Subdivision** in connection with certain improvements to real property located in **Hidalgo** County, Texas, and owned by **Hidalgo County Precinct #3** Which improvements are described as follows:

CASA LOS VECINOS DRAINAGE IMPROVEMENTS

In consideration of Pay Estimate No. **2** in the amount of **Eight Thousand, Thirty Seven** DOLLAR($ **8,037.00**) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or material men's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Pat Esperanza
CONTRACTOR

By: PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 30 day of January, 2009, to certify which witness my hand and seal of office.

Edna Melina Cantu
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

01-07-2012

NOTARY PUBLIC STATE OF TEXAS
Edna Melina Cantu
My Commission Expires
01/07/2012

THE 5125 COMPANY

DBE CERTIFIED UTILITY CONTRACTOR

1008 Doherty
Mission, TX 78572

Office: (956) 583-5125
Fax: (956) 585-1633
E-mail: pe5125@aol.com

January 28, 2009

Javier Hinojosa Engineering
Attn.: Javier Hinojosa, P.E.
416 East Dove Avenue
McAllen, TX 78504

RE: Casa de los Vecinos Subdivision Drainage Improvements
Material Suppliers

Dear Mr. Hinojosa,

The following is a list of material suppliers for the above referenced project. Please let me know if you have any questions.

1. **Rio Valley Pipe, Ltd.**
   7301 W. Expressway 83
   Mission, TX 78572
   956-584-5770

Respectfully,

Pat Espericueta
President

Serving you is our Business!!!

PARTIAL/~~FINAL~~ WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **THE 5125 COMPANY** to furnish **Casa Los Vecinos Subdivision** in connection with certain improvements to real property located in **Hidalgo** County, Texas, and owned by **Hidalgo County Precinct #3** Which improvements are described as follows:

CASA LOS VECINOS DRAINAGE IMPROVEMENTS

In consideration of Pay Estimate No. **2** in the amount of **Two Thousand, Five Hundred Forty Six Dollars and 56/100** DOLLAR($ **2,546.56**) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or material men's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Rio Valley Pipe LLC

RIO VALLEY PIPE SUPPLIER

By: Edgar Macias

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 28th day of January, 2009, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

OCTOBER 11, 2011

ERNESTO SAENZ

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 2 CONTRACTOR The 5125 Company

PROJECT NO. C-CAP-08-009-05-13-LRM COUNTY Hidalgo DATE WORK BEGAN

TIME COMPUTED FROM 8-6-2008 DATE WORK COMPLETED 11-4-08

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
Aug	24			Had flooding remaining from Hurricane Dolly No work peformed.
Sept	30			No work performed Hurricane Ike arrived.
Oct	31	4		Started punch list iteams still flooding from Ike.
Nov	4	3		Completed punch list.
TOTALS	89	0	0	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY $ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: The 5125 Company
Contact Amount: $237,492.00
Project/Precinct: Casa De Los Vecinos / Pct. 3
Owner's Contract No.: C-CAP-08-009-05-13-BR

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	[redacted]			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence	✓	✓	Submitted to C.C. 2/17/09
	[redacted]			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	General Contractor Warranty			
20	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
21	Affidavit of Payment of Debts & Claims-lien bond & Indemnity bonds(w/power of attorney)(B)			
22	Consent of Surety to Final Payment(with power of attorney)(B)			
23	Final Blue Prints			

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

January 30, 2009

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-08-009-05-13-LRM
Casa De Los Vecinos Drainage Improvements

Dear Commissioner Flores,

Attached please find Payment Request No. 2 and Final for the referenced project as submitted by The 5125 Company. This invoice is for work performed through October 31, 2008. The work involved with this invoice consists of completion of all drainage improvements for the Casa De Los Vecinos Subdivision along with the outfall drainage line connecting to the County's Drainage Ditch. We recommend payment of this invoice in the amount of $8,037.00. A 10% retainage is being held within this invoice and will be billed separately. **No testing is required for this Invoice.** If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

AI-13965 **21.H.1.**

Exemption from Competitive Bidding-Professional Legal Services
CC REGULAR

Date:	02/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section .024(a)(7), a professional service in connection with engagement of legal services;

B. Approval of a letter of engagement with Ofelia De Los Santos for the provision of legal services as detailed in documentation attached hereto.

BACKGROUND

Term of this agreement will be for an initial two (2) year period, with option to renew for an additional one (1) year.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1297-423-00-320-002-9-333

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

BUDGETARY IMPACT:

Available balance as of 02-13-09 $18,000.00

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/12/2009 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 07:41 AM	APRV
3	Veronica Lopez	Veronica Lopez	02/13/2009 01:39 PM	APRV
4	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Marty Salazar Started On: 02/11/2009 03:02 PM

Final Approval Date: 02/13/2009

SEXUAL DISCRIMINATION COMPLIANCE MONITOR CONTRACT

Between Hidalgo County Community Supervision and Corrections Department

and

Ofelia De Los Santos, Attorney At Law

I. PARTIES TO THE CONTRACT AND DEFINITIONS

(a) Offelia De Los Santos will be referred to as "the Sexual Discrimination Compliance Monitor" or simply as "the Monitor"

(b) The Hidalgo County Community Supervision and Corrections Department will be referred to as the "the department" or "HCCSCD".

(c) The Director of the HCCSCD will be referred to as "the Director of the department".

(d) The Overseer of the Community Supervision and Corrections Department will be referred to as "the Overseer of the department" or simply as "the Overseer".

(e) The Board of Judges of Hidalgo County, Texas, will be referred to as "the Board of Judges".

(f) Any employee of HCCSCD that submits a written complaint to the Monitor Complaining of alleged sexual discrimination, sexual harassment or retaliation will be referred to as "the complainant".

(g) Any HCCSCD employee or official who is the subject of the complainant's written complaint of sexual discrimination, sexual harassment or retaliation submitted to the Monitor will be referred to as "the respondent".

II. PURPOSE OF AGREEMENT

This contract and agreement provides the basis by which the department and the Sexual Discrimination Compliance Monitor may carry out their inter-related activities. The ultimate purpose of this agreement is to provide the department and the Director of the department with assistance in keeping the department free of any and all sexual discrimination and sexual harassment, as well as provide the Director of the department, with the information necessary to properly decide how best to deal with any complaints of sexual discrimination or sexual harassment that may be asserted by any HCCSCD employee or other person against the HCCSCD and/or any of its employees.

III. AUTHORITY / RESPONSIBILITIES OF THE SEXUAL DISCRIMINATION COMPLIANCE MONITOR

The Sexual Discrimination Compliance Monitor shall have the following authority / responsibilities:

1. To receive, review, investigate and evaluate all written complaints by employees of HCCSCD or other person of sexual discrimination and/or sexual harassment against HCCSCD or any employee of HCCSCD which are referred to the Monitor by the Director of the department.

2. To receive, review, investigate and evaluate all written complaints by employees of HCCSCD or other person claiming that they have been retaliated against by HCCSCD, or any employee of HCCSCD, for having raised allegation of discrimination or sexual harassment which are referred to the Monitor by the Director of the department.

3. All interviews and investigations shall be conducted at a site other than the CSCD as determined by the Monitor.

4. The Monitor shall submit a timely written report to the Director of the department on each complaint of sexual discrimination, sexual harassment or retaliation that the Monitor has received, reviewed, investigated and evaluated.

   Such report shall contain a discussion of the particular claims asserted in the written complaint, the extent of the Monitor's investigation (e.g., who was interviewed; whether written statements were requested and/or received and, if so, the content of those written statements; and the complete extent of the facts gathered), what actions the Monitor recommends be taken with regard to the written complaint, and the basis for the Monitor's recommendation.

   The Monitor shall within two working days after completing the report, hand-deliver to the Director of the department the original of the report and a copy of all documentation received and/or prepared by the Monitor while reviewing, investigating or evaluating the written complaint of sexual discrimination, sexual harassment or retaliation.

   The Monitor shall within two working days after the completion of the report see to it that a copy of the report is sent by certified mail, return receipt requested, to the last known addresses of the complainant(s) and respondent(s) to the complaint.

   The Director of the department will have no more than thirty days to decide whether to follow the recommendation of the Monitor, send the matter back to the Monitor for further investigation explaining why the Director of the department believes additional investigatory work is necessary, or issue a decision on the complaint different from what the Monitor recommended.

The decision of the Director of the department shall be in writing and shall state the reasons why the Director has reached the decision that he/she has reached. The Director's decision shall be final.

The Director of the department shall within two working days of the issuance of his/her decision see to it that a copy of the Director's decision is sent by certified mail, return receipt requested, to the business address of the Monitor, and to the last known addresses of the complainant(s) and respondent(s) to the complaint.

5. If the Director of the department is the subject of (a named respondent in) any written complaint of sexual discrimination or sexual harassment submitted to the Monitor by an employee of the HCCSCD, then and in that event the Monitor shall submit the written report to the Overseer of the HCCSCD, instead of the Director of the department, for review and a decision.

6. The Monitor shall review the department's current sexual harassment policy and make recommendations to the Director of the department as to any changes which she deems to be appropriate.

7. Sexual Harassment / Discrimination training may be provided by the Monitor at the HCCSCD expense when requested by the Director of the department.

IV. COST OF SERVICES AND BILLING PROCESS

The Sexual Discrimination Compliance Monitor shall receive a fee of $150.00 per hour for services performed. The total fee for any given complaint of sexual discrimination, sexual harassment or retaliation shall not exceed $1,500.00 without the prior written consent of the Director of the department.

On the fifteenth day of each month, during which services were provided, the Monitor will present the Director of the department with an itemized statement for payment of services performed pursuant to the terms of this contract.

Upon receipt of the Monitor's statement for payment, the department will requisition for payment of said services in the manner usually utilized by the County of Hidalgo.

The Monitor agrees to furnish to the department, the Texas Department of Criminal Justice - Community Justice Assistance Division ("TDCJ-CJAD") and/or Hidalgo County such information as may be requested by the department, TDCJ-CJAD and/or Hidalgo County relating to the services described in this contract. The Monitor shall permit the department, TDCJ-CJAD and Hidalgo County to audit, inspect, review and/or evaluate the Monitor's records, reports and performance of the services of the Monitor under this contract at any time.

V. CONDITION OF AGREEMENT

It is understood that the employees of the department or individuals acting as agents of the department are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this agreement. The Monitor warrants that no employee or agent of the department has been retained to solicit or secure this contract and that the Monitor has not paid or agreed to pay any employee of the department any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this agreement.

VI.. ADDITIONAL TERMS OF AGREEMENT

The Monitor agrees to comply with all applicable standards and guidelines.

Monitor warrants that the Monitor is duly licensed by and in good-standing with the State Bar of Texas and is not currently the subject of any disciplinary or other license suspension/revocation proceedings of the State Bar of Texas. Monitor agrees to promptly notify the department in the event of any change in the Monitor's status of good standing or upon becoming the subject of any disciplinary action, in which event the department in its sole discretion may elect to immediately terminate this agreement. Monitor further represents that the Monitor is aware of no conditions or restrictions contained in the State Bar of Texas rules and/or regulations which would prohibit the Monitor from performing the services herein prescribed.

The Monitor may not assign the obligations or rights under this contract to any person without the prior consent of the Director of the department.

Monitor agrees that neither the Monitor nor any other person directly employed by the Monitor or who assists the Monitor in performing the services hereunder shall be considered to be an employee of the department, the County of Hidalgo, or the State of Texas during the term of this contract. Monitor agrees that the Monitor is an independent contractor and represents and warrants that Monitor does not desire to request any fringe benefits or other benefits provided employees of the department, the State of Texas, or Hidalgo County.

The Monitor agrees that the Monitor shall adopt and implement work place guidelines concerning persons with an AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of the Monitor, clients of the department, employees of the department and any other person served by the Monitor in accordance with the provisions located in Acts 1989, 71st Leg., Ch.1195, Secs. 5.03 and 5.04.

The department and the Monitor agree that either party may terminate this contract at any time during the term of this contract for any reason or no reason at all by giving the other party thirty (30) days prior written notice of the desire to terminate this contract. In such event, this contract shall be null and void as of the effective date of termination and neither party shall have any further rights or duties hereunder.

This contract shall, unless sooner terminated, be effective for a period of two (2) years from the date signed by both parties and may be extended for one (1) additional year upon agreement of both parties.

HCCSCD hereby indemnifies and holds harmless the Monitor, the Monitor's agents, servants, and employees from and against any and all damages, losses, liabilities, suits, actions, demands, proceedings, whether legal or administrative, and expenses, including but not limited to attorneys fees, arising directly or indirectly out of any breach of this agreement, misrepresentation, misconduct or negligence on the part of the HCCSCD, its agents, servants or employees.

Entered into agreement and signed this _____ day of _____, 200 .

Ofelia De Los Santos
Attorney At Law, State Bar ID # 05732600
1111 Susan Drive
Edinburg, Tx 78539

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
Hidalgo County, Texas

AI-13882 **21.I.1.**

Pool of Licensed Professional Phsychologists & Licensed Sex Offender Counselors

CC REGULAR

Date:	02/17/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the “pool” for the projects listed below to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for project listed below with the qualified professionals (if approved) on the “pool” approved on previous item.

RFP No.: 2009-034-01-28-YSI-Licensed Professional Psychologist-Juvenile Probation
RFP No.: 2009-035-01-28-YSI-Licensed Sex Offender Counselor-Juvenile Probation

C. Requesting authority to advertise and approval of Procurement Packet (i.e. Legal Notice, Qualifications, Requirements, Scope of Services, etc. Draft Contract), for the purposes of expanding the "pools" for the above referenced projects.

BACKGROUND

Draft contract document previously approved as to form by legal counsel.
Services "Pool/Roster" shall be for a period of One (1) Year with option to renew

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available balance as of 2-13-09 $72,000.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 2-13-09 $63,042.30

Attachments

Link: contract - Cain
Link: contract - martinez
Link: contract - Amaya
Link: contract - zak
Link: ex a requirements psych
Link: part log psych
Link: ex a requirements lsotp
Link: part log lsotp
Link: req for expanding pool psych
Link: req for expanding pool lsotp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:20 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 10:12 AM	APRV
4	Manuel Chapa	Manuel Chapa	02/13/2009 03:46 PM	APRV
5	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Yvette Islas Started On: 02/09/2009 10:07 AM

Final Approval Date: 02/13/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Roy E. Cain, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such

psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to $425.00 Maximum per Evaluation

Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on January 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Roy E. Cain, PhD
801 Quince Ave, Suite 10
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUDGE

By:_____
Juan D. Salinas III, County Judge

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
Roy E. Cain, PhD

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Xavier Martinez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such

psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to $425.00 Maximum per Evaluation

Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on January 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Xavier Martinez, PhD
2104 Remington Ave
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUDGE

By:_____
Juan D. Salinas III, County Judge

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief
Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

_____
Xavier Martinez, PhD

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **JERRY AMAYA, MA, LMFT, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on January 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Jerry Amaya, MS, LMFT, LSOTP
2442 Adrian St
Harlingen, Texas 78552

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.

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUDGE

By:_____
Juan D. Salinas III, County Judge

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
Jerry Amaya, MA, LMFT, LSOTP

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **STEVEN J. ZAK, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on January 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Steven J. Zak, Ph.D.
2216 N. 5th St
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUDGE

By:_____
Juan D. Salinas III, County Judge

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief
Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

_____
Steven J. Zak, Ph.D.

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-000-00-00-YSI

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, Month day, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, Month day, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, Month day, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

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HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

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each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.

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7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S): (30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

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other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, Month day, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

DRAFT

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

DRAFT

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Psychologist(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSED PSYCHOLOGIST(S):**
   The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist(s)" by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the psychologist currently has an active practice, the psychologist must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the psychologist(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Psychologist(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

DRAFT

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSED PSYCHOLOGIST(S)"
RFP NO: 2009-000-00-00
RFP EVALUATION FORM

Selection Criteria	Points	Score

1. **LICENSED PROFESSIONAL COUNSELOR(S):**
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response — 30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project. — 20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements — 20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc." — 30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

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

IBF-RFP-RFQ-RFI

RFP OPENING DATE: JANUARY 28, 2009 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "LICENSED PROFESSIONAL PSYCHOLOGIST"

RFP NO: 2009-034-01-28-YSI

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Roy E. Cain, PhD Job2BDone@rgv.rr.com	BLM E Mail US Mail	Yvette S. Islas	01-16-09	956-687-4841	801 Quince Ave, Suite 10 McAllen, TX 78501
2. Xavier J. Martinez, PhD xmartinez1208@msn.com	BLM E Mail	Yvette S. Islas	01-14-09	956-380-1300	2104 Remington Ave Edinburg, TX 78539
3. Gregorio Pina, PhD	BLM US Mail **no** email	Yvette S. Islas	01-16-09	956-687-7004 (C)956-330-4500 (F)956-687-7014	1200 S 2nd St, Suite B9 McAllen, TX 78501
4. Jenna Hill jnhill@staffcare.com	BLM E Mail	Yvette S. Islas	01-14-09	800-685-2272 ext 1644	5001 Statesman Drive Irving, TX 75063
5. Peggy Philpott pphilpott@cumberlandtherapy.com	E Mail	Yvette S. Islas	01-14-09		
6.					
7.					
8.					

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-035-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

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

IBF-RFP-RFQ-RFI

RFP OPENING DATE: JANUARY 28, 2008 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "LICENSED SEX OFFENDER COUNSELOR"

RFP NO: 2009-035-01-28-YSI

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Jerry Amaya, LSOTP Email:	BLM IP	Moises Salazar	01-15-09	956-739-2076	2442 Adrian St Harlingen, TX 78552
2. Steven Zak, PhD, LSOTP Email: famcoun@rgv.rr.com	BLM US Mail E Mail	Yvette S. Islas	01-16-09	956-631-8430	2216 N 5th St McAllen, TX 78501
3. Roy E. Cain, PhD Job2BDone@rgv.rr.com	E Mail US Mail TR	Yvette S. Islas	01-16-09	956-687-4841	801 Quince Ave, Suite 10 McAllen, TX 78501
4. Gregorio Pina, PhD	BLM US Mail no email	Yvette S. Islas	01-16-09	956-687-7004 (C)956-330-4500 (F)956-687-7014	1200 S 2nd St, Suite B9 McAllen, TX 78501
5. Monica Carmona development@cornellcompanies.com	E Mail	Yvette S. Islas	01-16-09		
6.					
7.					
8.					

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

DRAFT

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-000-00-00-YSI

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, Month day, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, Month day, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, Month day, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DRAFT

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

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HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

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each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.

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7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S): (30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

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other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, Month day, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

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EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

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SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Psychologist(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSED PSYCHOLOGIST(S):**
   The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist(s)" by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the psychologist currently has an active practice, the psychologist must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the psychologist(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Psychologist(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSED PSYCHOLOGIST(S)"
RFP NO: 2009-000-00-00
RFP EVALUATION FORM

Selection Criteria	Points	Score

1. **LICENSED PROFESSIONAL COUNSELOR(S):**
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response — 30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project. — 20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements — 20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc." — 30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

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EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-000-00-00-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, Month day, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, Month day, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, Month day, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

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SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

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HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

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The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

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It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

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If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

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will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

DRAFT

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, Month day, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

DRAFT

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

DRAFT

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Sex Offender Treatment Provider(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSE SEX OFFENDER TRETMENT PROVIDER(S):**
   The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas an d any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Licensed Sex Offender Treatment Provider(s) currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s) should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider"(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling and group counseling.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Sex Offender Treatment Provider(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

DRAFT

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"
RFP NO: 2009-000-00-00
RFP EVALUATION FORM

Selection Criteria	Points	Score

1. **LICENSE SEX OFFENDER TREATMENT PROVIDER(S):**
The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

AI-13897 **21.J.2.**

Approval of Changes/Amendments to CUC Agreement
CC REGULAR

Date:	02/17/2009
Submitted By:	Nielda Cavazos, 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

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-412-00-200-009-0-747

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

BUDGETARY IMPACT:

Available Balance as of 2-11-09 $930,985.53

Funding for Phase II of Odyssey Project in the total amount of $2,299,445.00 is pending approval of AI #13932 & 13964.

Attachments

Link: Urban Counties

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/10/2009 11:33 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 01:11 PM	APRV

3	Ivan Cantu	Ivan Cantu	02/11/2009 03:24 PM	APRV
4	Auditor's Office	Angela Garcia	02/11/2009 03:32 PM	APRV
5	Ivan Cantu	Ivan Cantu	02/11/2009 03:37 PM	APRV
6	Linda Fong		02/13/2009 05:44 PM	NEW

Form Started By: Nielda Cavazos

Started On: 02/10/2009 09:38 AM

Final Approval Date: 02/13/2009

TEXAS *Conference of*
Urban Counties

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Guadalupe ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

February 10, 2009

Honorable Juan Salinas, III
County Judge
Hidalgo County
P. O Box 1356
Edinburgh TX 78540

Re: **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**

Dear Judge Salinas:

In July 2007, Hidalgo County entered into agreement with the Texas Conference of Urban Counties to participate in the Common Integrated Justice System (CIJS) Court Administration System project. In July 2008, the agreement was amended to initiate the first phase of the project, the implementation of Civil Courts.

In order to continue moving forward with the integrated justice projects under the Urban Counties' TechShare Program, the Urban Counties requests the Hidalgo County Commissioners Court's approval of the following items:

(1) An amendment to the TechShare Resource Sharing Addendum originally approved in July 2007. The Urban Counties has adjusted the Financial Plan related to this Addendum to reflect the most current data from the Implementation Plan, which includes expected costs for Phase 2 of the Hidalgo County Common Integrated Justice System Project; and

(2) The Implementation Plan and accompanying Notice to Proceed from Tyler Technologies, Inc. drafted in accordance with Paragraph 4 of the Participation Agreement.

Please execute two copies of the Notice to Proceed and send one copy to Tyler Technolgoies, Inc. for its records. Please execute two copies of Amendment No. 2 to the TechShare Resource Sharing Addendum and return both copies to the Texas Conference of Urban Counties. The Executive Director will execute both copies and one will be returned to Hidalgo County for its records.

Should you have any questions about this or any other matter, please do not hesitate to contact our office.

Sincerely,
Charles Gray

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, and Hot Checks Modules.

HIDALGO COUNTY,
TEXAS

By: _____

Date: _____

Name: _____

Title: _____

Address: _____

_____

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 1, 2008 and executed by all parties July 9, 2008. The Phase 2 financial plans includes Criminal and Prosecutor, Optional Modules: Jail Management/Law Enforcement, Community Supervision, and Hot Checks

1) The effective date of the Addendum is extended through the completion of 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

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 $2,299,445.

	Phase 2
CIJS Software	
Court Administration	$ 367,500
Jail Management/Law Enforcement	$ 375,000
Community Supervision	n/a
Hot Checks	$ 90,000
Implementation Services	
Tyler Implementation Plan	$ 2,320
Tyler Budget Estimate	$ 1,193,908
Travel Expenses	$ 160,717
CUC Texas County Enterprise Mods	
Hidalgo County Cost	$ 82,000
CUC Oversight	
Quality Assurance and Contract Administration	$ 28,000
Total for Phase 2	**$ 2,299,445**

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 Texas 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 Texas Conference of Urban Counties.

Payment for Quality Assurance and Contract Administration Services will be made to the Texas 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		
Jail Management/Law Enforcement	$ 187,500	March 2009
Community Supervision	n/a	
Hot Checks	45000	March 2009
CUC Texas County Enterprise Mods		
Hidalgo County Cost	$ 41,000	March 2009
CUC Oversight		
Quality Assurance and Contract Administration	$ 15,556	March 2009
Totals	**$ 289,056**	

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	$ 367,500	October 2009
Jail Management/Law Enforcement	$ 187,500	August 2010
Community Supervision	n/a	
Hot Checks	$ 45,000	August 2010
CUC Texas County Enterprise Mods		
Hidalgo County Cost	$ 41,000	October 2009
CUC Oversight		
Quality Assurance and Contract Administration	$ 12,444	October 2009
Totals	**$ 653,444**	

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.

AI-14045 **22.D.**

Duties & evaluation of Buildings & Grounds Director

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Duties & evaluation of Buildings & Grounds Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 04:46 PM	APRV
2	Dale Kennan	Dale Kennan	02/13/2009 04:52 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/13/2009 04:43 PM	
Final Approval Date: 02/13/2009				

AI-14047 **22.E.**

Potential Oil and Mineral Royalty Claims on County Owned Land

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Potential Oil and Mineral Royalty Claims on Land Owned by Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 02/13/2009 05:02 PM
Final Approval Date: 02/13/2009	

AI-13944 **22.F.**

Claim of Jesus Martinez

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jesus Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:32 PM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/11/2009 10:45 AM	
Final Approval Date: 02/13/2009				

AI-13922 **22.G.**

C-1130-07-D; Yhadira Anel Encina vs. County of Hidalgo

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1130-07-D; Yhadira Anel Encina vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:45 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2009 04:11 PM	
Final Approval Date: 02/13/2009				

AI-13920 **22.H.**

CL-09-0231-D; Noe Ramos vs. Hidalgo County

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-0231; Noe Ramos 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	02/11/2009 07:44 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Monica Badillo — Started On: 02/10/2009 04:05 PM

Final Approval Date: 02/13/2009

AI-13907 **22.I.**

Claim of Lisa Licciardello-McCrea

CC REGULAR

Date:	02/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Lisa Licciardello-McCrea

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 02:58 PM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/10/2009 02:06 PM

Final Approval Date: 02/13/2009

AI-13917 **22.J.**

CL-08-2574-B; Diorica Perez vs. Hidalgo County Juvenile Probation and Texas Workforce Commission

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-08-2574-B; Diorica Perez vs. Hidalgo County Juvenile Probation and Texas Workforce Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:43 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2009 04:01 PM	
Final Approval Date: 02/13/2009				

AI-13985 **22.K.**

Civil No. 7:08-CV-173: United States of America v. 0.88 acres of land

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil No. 7:08-CV-173: United States of America v. 0.88 acres of land

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:38 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/11/2009 05:12 PM	
Final Approval Date: 02/13/2009				

AI-14046 **23.D.**

Duties & evaluation of Buildings & Grounds Director

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Duties & evaluation of Buildings & Grounds Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 04:47 PM	APRV
2	Dale Kennan	Dale Kennan	02/13/2009 04:52 PM	APRV
3	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/13/2009 04:43 PM	
Final Approval Date: 02/13/2009				

AI-14048 **23.E.**

Potential Oil and Mineral Royalty Claims on Land Owned by Hidalgo County
CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Potential Oil and Mineral Royalty Claims on Land Owned by Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 02/13/2009 05:04 PM
Final Approval Date: 02/13/2009	

AI-13945 **23.F.**

Claim of Jesus Martinez

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Jesus Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:33 PM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/11/2009 10:46 AM	
Final Approval Date: 02/13/2009				

AI-13924 **23.G.**

C-1130-07-D; Yhadira Anel Encina vs. County of Hidalgo

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1130-07-D; Yhadira Anel Encina vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:46 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2009 04:13 PM	
Final Approval Date: 02/13/2009				

AI-13921 **23.H.**

CL-09-0231; Noe Ramos vs. Hidalgo County

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-0231; Noe Ramos 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	02/11/2009 07:44 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2009 04:07 PM	
Final Approval Date: 02/13/2009				

AI-13908 **23.I.**

Claim of Lisa Licciardello-McCrea

CC REGULAR

Date:	02/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Lisa Licciardello-McCrea

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 02:58 PM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Aida Alvarez			Started On: 02/10/2009 02:09 PM	
Final Approval Date: 02/13/2009				

AI-13918 **23.J.**

CL-08-2574-B; Diorica Perez vs. Hidalgo County Juvenile Probation and Texas Workforce Commission

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-08-2574-B; Diorica Perez vs. Hidalgo County Juvenile Probation and Texas Workforce Commission

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:44 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2009 04:02 PM	
Final Approval Date: 02/13/2009				

AI-13986 **23.K.**

Civil No. 7:08-CV-173: United States of America v. 0.88 acres of land

CC REGULAR

Date:	02/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil No. 7:08-CV-173: United States of America v. 0.88 acres of land

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:38 AM	APRV
2	Auditor's Office		02/13/2009 05:44 PM	NEW

Form Started By: Monica Badillo — Started On: 02/11/2009 05:13 PM

Final Approval Date: 02/13/2009