AI-14311 **6.B.**

Wireless Communication (Cell Phone) Policy

CC REGULAR

Date:	03/03/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and action on Hidalgo County's Wireless Communication Services Policy, Guidelines, and Procedures (Cellular Telephone Policy).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 04:19 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/27/2009 04:59 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Sergio Cruz — Started On: 02/27/2009 04:08 PM

Final Approval Date: 02/27/2009

AI-14228 **7.A.**

Allstate Auto Settlement Check - Sheriff Office

CC REGULAR

Date:	03/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Requesting approval to accept settlement check from Allstate Insurance Company in the amount of $2,399.48 for an auto accident with County vehicle (Sheriff Office)

BACKGROUND

Date of Loss: 12/07/08
Sheriff Office
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:43 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/26/2009 08:58 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Aida Alvarez			Started On: 02/25/2009 10:08 AM	
Final Approval Date: 02/27/2009				

AI-14236 **8.A.**

2009 MEMBERSHIP RENEWAL TO NAOWJ

CC REGULAR

Date: 03/03/2009

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval of renewal membership for Judge Aida Salinas Flores for the 2009 National Association of Women Judges in the amount of $200.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Amount available as of 02/26/09; $925.00

*Invoice and affidavit attachments will be submitted on Monday (03/02/09) as per court coordinator.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 01:35 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2009 01:59 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Esther Cantu — Started On: 02/25/2009 01:16 PM

Final Approval Date: 02/27/2009

AI-14238 **8.B.**

2009 Membership Dues to TAC

CC REGULAR

Date: 03/03/2009
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE

Information

CAPTION

Treasurers Dept.:
Request approval to process payment of the 2009 annual dues to the Texas Association of Counties for County Treasurer and Office Manager in the amount of $400.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-16-150-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #149933 & 149947 $200.00 each, respectively as of 2-26-09 for the Texas Association of Co.'s.

Attachments

Link: Norma Invoice
Link: Norma Affidavit
Link: Alfredo Invoice
Link: Alfredo Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:48 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/26/2009 01:39 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Fred Zamarripa — Started On: 02/25/2009 01:39 PM

Final Approval Date: 02/27/2009

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

February 16, 2009

Honorable Norma G. Garcia, CIO
Treasurer
Hidalgo County
2810 South Business Highway 281
Edinburg, TX 78539-6243

For TAC Use:
22931 / 22931

Invoice No. 21640

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2009 - 12/31/2009)	200.00
	Total Due	**200.00**

REMIT TO: **Texas Association of Counties**
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Norma G. Garcia, do hereby state that my membership in the Texas Association of Counties 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: Norma G. Garcia DATE: February 24, 2009

TITLE: County Treasurer

Before me Alfredo Zamarripa, a Notary Public, appeared Norma G. Garcia, 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)

NOTARY PUBLIC STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

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

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

February 16, 2009

Mr. Alfredo Zamarripa, CIO
Assistant Treasurer
Hidalgo County
100 East Cano Street, Third Floor
Edinburg, TX 78539

For TAC Use:
195949 / 195949

Invoice No. 21681

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2009 - 12/31/2009)	200.00
	Total Due	**200.00**

REMIT TO: **Texas Association of Counties**
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Alfredo Zamarripa, do hereby state that my membership in the Texas Association of Counties 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: Alfredo Zamarripa DATE: February 24, 2009

TITLE: Office Manager

Before me Monica Badillo, a Notary Public, appeared Alfredo Zamarripa, 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.

NOTARY PUBLIC
STATE OF TEXAS
MONICA BADILLO
Notary Public, State of Texas
My Commission Expires
04-21-2011

Monica Badillo

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

AI-14197 **8.C.**

Membership dues - Co Judge & Commissioners

CC REGULAR

Date:	03/03/2009
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:
Rio Grande Valley Mobility Task Force - $ 7,500.00
The Texas Lyceum - $ 475.00

BACKGROUND

Acct. 9-1100-413-30-115-017-0-810 - 7500.00
Acct. 9-1100-413-00-110-006-0-810 - 475.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-810

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

BUDGETARY IMPACT:

Available balance as of 02/25/09; $25,949.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-00-110-006-0-810

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

BUDGETARY IMPACT:

Available balance as of 02/25/09; $950.00

Attachments

Link: dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/24/2009 10:19 AM	APRV
2	Roland Garcia	Rolando Garcia	02/25/2009 01:19 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Monica Badillo — Started On: 02/23/2009 03:52 PM

Final Approval Date: 02/27/2009

Rio Grande Valley Mobility Task Force
An Ad Hoc Committee of the Rio Grande Valley Partnership

INVOICE

P.O. Box 1499
Weslaco, Texas 78599
Phone 956.968.3141 Fax 956.968.0210

RECEIVED
FEB 20 2009
COUNTY JUDGE

DATE: JANUARY 2, 2009
INVOICE NUMBER: M901

TO:
County of Hidalgo
Attn: Judge J.D. Salinas, III
P.O. Box 1356
Edinburg, TX 78540

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
None	N/A	N/A	N/A	N/A	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2009 Annual Dues for I-69 Alliance	7500	7500
		SUBTOTAL	$7500.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	$7500.00

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

Make all checks payable to Rio Grande Valley Mobility Task Force.
If you have any questions concerning this invoice, contact Febe Zepeda at 956.968.3141.

Thank you for your business!

The Texas Lyceum
7131 Lavendale Avenue
Dallas, Texas 75230
Phone: 214-891-0001
Fax: 214-373-0172

Invoice

DATE	INVOICE NO.
2/23/2009	78720

BILL TO	ORDERED BY
J.D. Salinas Hidalgo County P.O. Box 1356 Edinburg, Texas 78540	

P.O. NO.	DUE DATE
	3/1/2009

DESCRIPTION	QTY	RATE	AMOUNT
2009 Texas Lyceum Director Dues		475.00	475.00
Please consider making a donation to the Lyceum's Leadership Scholarship fund. Let Kathryne know if you wish to contribute!			
9-1100-413-00-110-006-0-810			
Credit card charges for dues will include a $12 processing fee.		**Total**	$475.00

AI-14239 **8.D.**

Renewal Membership Dues- Justices of the Peace and Constable's Association of Texas

CC REGULAR

Date:	03/03/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Approval to make payment to the Justices of the Peace and Constable's Association of Texas for the 2009 membership dues for the Constable, Lazaro Gallardo, Jr., Deputy Constables, and clerks in the total amount of $550.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-293-001-0-810

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

BUDGETARY IMPACT:

$1,000.00 available balance in object code 810 as of 02/26/2009. rc

Attachments

Link: Renewal Membership Cards

Link: Affidavits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:48 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/26/2009 02:40 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rachel Cavazos Started On: 02/25/2009 01:49 PM

Final Approval Date: 02/27/2009

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY JUAN ALVAREZ
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
CONSTABLE LAZARO GALLARDO, JR.
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $60.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY JOEL CONTRERAS
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY JESUS CRUZ
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

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Please make any necessary address changes on this card and return it along with your remittance

TO:
DEPUTY ELDON L. DUNN
716 WEST 11TH STREET
MISSION, TX 78572

Dues: $35.00

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership RenewalNotice

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Please make any necessary address changes on this card and return it along with your remittance

TO:
DEPUTY PABLO F. NAVARRO
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY VICTOR RODRIQUEZ
730 BREYFOGLE, SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY REYNALDO REYNA
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY HORALDO SANHEZ
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY ISIDRO CASANOVA
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance

TO:
DEPUTY DAVID T. MUNOZ
730 BREYFOGLE SUITE B
MISSION, TX 78572

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance

TO:
DEPUTY RICHARD FLORES
730 BREYFOGLE, SUITE B
MISSION, TX 78572

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY RALPH OCHOA
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

20

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
CO CLERK RAQUEL V. CAVAZOS
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

20

Justices of the Peace and
Constable's Association of Texas
P.O. Box 518
Plainview, Tx 79072
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
CO. CLERK ALBERT GARZA
730 N BREYFOGLE RD, SUITE B
MISSION, TX 78572

Dues: $35.00

Please return this card with payment. If you have already renewed your membership, please notify this office

20

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo, Jr., do hereby state that my membership in the Justices of the Peace & Constables Association 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: Lazaro Gallardo Jr. DATE: 01-21-09

TITLE: Constable

Before me Raquel V. Cavazos a Notary Public, appeared Lazaro Gallardo, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jesus Cruz, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Jesus Cruz DATE: 01-21-09

TITLE: Chief Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Jesus Cruz, 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) RAQUEL V. CAVAZOS MY COMMISSION EXPIRES April 23, 2010

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Pablo F. Navarro, do hereby state that my membership in the Justices of the Peace + Constables Association 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: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Pablo F. Navarro, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan Alvarez, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Juan Alva DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Juan Alvarez, 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) RAQUEL V. CAVAZOS MY COMMISSION EXPIRES April 23, 2010

Raquel V Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Joel Contreras, do hereby state that my membership in the Justices of the Peace + Constables Association 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: 1-22-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Joel Contreras, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eldon Dunn, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Eldon Dunn DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Eldon Dunn, 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) RAQUEL V. CAVAZOS MY COMMISSION EXPIRES April 23, 2010

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Reynaldo Reyna, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Reynaldo R. Reyna DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Reynaldo Reyna, 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) RAQUEL V. CAVAZOS MY COMMISSION EXPIRES April 23, 2010

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Victor Rodriguez, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Victor Javier Rodriguez DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Victor Rodriguez, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Isidro Casanova, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Isidro Casanova DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Isidro Casanova, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010
(SEAL)

Raquel V Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Horaldo Sanchez, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Horaldo Sanchez DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos a Notary Public, appeared Horaldo Sanchez, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Richard Flores, do hereby state that my membership in the Justices of the Peace + Constables Association 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: 01-21-09

TITLE: Deputy Constable

Before me Raquel V Cavazos, a Notary Public, appeared Richard Flores, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010
(SEAL)

Raquel V Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, David Munoz, do hereby state that my membership in the Justices of the Peace + Constables Association 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: D. Munoz DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared David Munoz, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Ralph Ochoa, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Rafael Ochoa DATE: 01-21-09

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Ralph Ochoa, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
SEAL April 23, 2010

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Albert Garza, do hereby state that my membership in the Justices of the Peace & Constables Association 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: 01-21-09

TITLE: Clerk

Before me Raquel V. Cavazos, a Notary Public, appeared Albert Garza, 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.

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010
(SEAL)

Raquel V. Cavazos
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raquel V. Cavazos, do hereby state that my membership in the Justices of the Peace + Constables Association 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: Raquel V Cavazos DATE: 01-21-09

TITLE: Clerk

Before me Willie Coy, a Notary Public, appeared Raquel V. Cavazos, 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.

WILLIE COY
Notary Public, State of Texas
My Commission Expires
10-16-2010

(S E A L)

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-14182 **8.E.**

Annual Dues-2009 Texas Association of Counties-County Investment Officer CC REGULAR

Date:	03/03/2009
Submitted By:	Becky Morales, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Auditor's Office:
Request approval to pay the 2009 Texas Association of Counties-County Investment Officer annual dues for Raymundo Eufracio and Linda Fong in the amount of $200.00 each.

BACKGROUND

Investment training helps county investment officers get the most return on the taxpayer's dollar. The Texas Association of Counties (TAC) provides formal education for county investment officers, including an optional certificate program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. Through membership with TAC, CIOs have the opportunity to receive the continuing education without additional registration charges.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-415-21-170-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 02/24/09 $3,195.00

Attachments

Link: TAC Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/23/2009 03:23 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/26/2009 08:09 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Becky Morales

Started On: 02/23/2009 09:28 AM

Final Approval Date: 02/27/2009

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: February 21, 2009 MEETING DATE REQUEST: March 3, 2009

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

Request approval to pay the 2009 Texas Association of Counties - County Investment Officer annual dues for Raymundo Eufracio and Linda Fong in the amount of $200.00 each.

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

Investment training helps county investment officers get the most return on the taxpayer's dollar. The Texas Association of Counties (TAC) provides formal education for county investment officers, including an optional certification program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. Through membership with TAC, CIOs have the opportunity to receive continuing education without additional registration charges.

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: Dept. 170 / Fund 1100 AMT EXPENDED: $400.00 FUNDS/STAFFING BUDGETED: Yes_____ No _____

ACCOUNT CODE: 9-1100-415-21-170-001-0-810 IMPACT ON FUTURE BUDGET: YES _____ No _X_

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

February 16, 2009

For TAC Use:
219048 / 219048

Invoice No. 21776

Ms. Linda Fong, CIO
First Assistant County Auditor
Hidalgo County
100 East Cano, Third Floor
Edinburg, TX 78539

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2009 - 12/31/2009)	200.00
	Total Due	**200.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

9 -1100-415-21-170-001-0- 810
INVOICE RECEIVED BY:

_____ ON 2-20-09
GOODS/SERVICES RECEIVED BY:

_____ ON 2009

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

February 16, 2009

For TAC Use:
212927 / 212927

Invoice No. 21741

Mr. Raymundo Eufracio, CPA, CIO
Auditor
Hidalgo County
2802 South Business Highway 281
Edinburg, TX 78540-1356

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2009 - 12/31/2009)	200.00
	Total Due	**200.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

9 -1100-415-21-170-001-0- 810
INVOICE RECEIVED BY:

_____ ON 2-20-09
GOODS/SERVICES RECEIVED BY:

_____ ON 2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Linda Fong, do hereby state that my membership in the Texas Association of Counties 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: Linda Fong DATE: 2-23-09

TITLE: First Assistant County Auditor

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Linda Fong, 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) NOTARY PUBLIC STATE OF TEXAS ALFREDO ZAMARRIPA My Commission Expires October 05, 2011

Alfredo Zamarripa
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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Raymundo Eufracio, do hereby state that my membership in the Texas Association of Counties 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
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SIGNATURE: _____ DATE: 2/23/09

TITLE: County Auditor

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Raymundo Eufracio, 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) NOTARY PUBLIC ALFREDO ZAMARRIPA My Commission Expires October 05, 2011 STATE OF TEXAS

_____
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

AI-14232 **8.F.**

2009 TIBA Membership Dues

CC REGULAR

Date:	03/03/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

District Attorney's Office:
Approval to make payment to the Texas Independent Bar Association (TIBA) for the 2009 membership dues for the Honorable Rene Guerra, District Attorney, in the amount of $75.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-080-002-0-810

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $2,495.00

Attachments

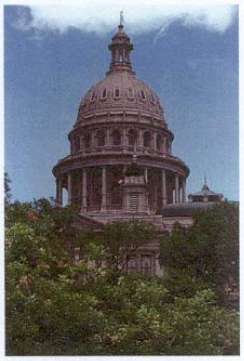
Link: DATIBAinvoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:46 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/26/2009 03:47 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Roy Cazares — Started On: 02/25/2009 11:29 AM

Final Approval Date: 02/27/2009



TIBA TEXAS INDEPENDENT BAR ASSOCIATION

Post Office Box 783
Austin, Texas 78767
Tel. 512-474-2727
Fax: 512-532-6282

Web Site: **www.texindbar.org**



Invoice

February 9, 2009

[Rene A. Guerra]
[Hidalgo County DA's Office]
[Hidalgo Co. Courthouse]
[Edinburg, TX 78539]
[ ]

(Insert Name, Complete Address, and EMail Address)

TIBA membership dues - Calendar year 2009
(includes EMail Subscription to TIBA's G&S Texas Criminal Law Report) $75.00

Sub-Total: $75.00

Less credit for payments previously made $0.00

Total Due: $75.00

Payment Options:

Check: Mail a check, payable to "Texas Independent Bar Association" or "TIBA" for the amount above, to Post Office Box 783; Austin, Texas 78767-0783. Mark the envelope "Attn: Membership Dept."

Credit Card: We accept credit card payments only through **PayPal** via the Internet If you wish to use a credit card, go to the "PAY DUES" section of the TIBA website (www.texindbar.org), then select the appropriate icon. You will then be able to pay using a credit card (VISA - M/C - AMEX - DISCOVER) via PayPal. You do not need to be a PayPal member to pay your dues with a credit card.

AI-14203 **9.B.**

Health Division - 2009 Year Program Income Budget

CC REGULAR

Date:	03/03/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health Department:
1. Requesting authorization and approval to appropriate the Health Division's Administration Program Income budget in the amount of $492,805.53 for the period 01/01/2009 to 12/31/2009 (Acct # 9-1293-441-00-340-005-0).

2. Requesting authorization and approval of the attached Administration Program Income Budget and Salary schedules for the period 01/01/2009 to 12/31/2009 (Acct #9-1293-441-00-340-005-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $492,805.53. Funding available for appropriation as of 2/26/09.

Revenue Account-->9-1293-345-40-340-005-0-000 H.D. Admin FD Revenues

Attachments

Link: 2009 PI Budget

Link: 2009 PI Salary

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/24/2009 10:21 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/27/2009 09:03 AM	APRV
3	Auditor's Office	Angela Garcia	02/27/2009 05:01 PM	APRV

Form Started By: Dan Beltran Started On: 02/24/2009 09:41 AM

Final Approval Date: 02/27/2009

DATE: February 18, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-005-0 (Adm Program Income Account)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-005-0-113	Salaries - F/T Employees	$ 36,566.00
9-1293-441-00-340-005-0-211	Health Insurance	$ 4,164.00
9-1293-441-00-340-005-0-212	Life Insurance	$ 37.00
9-1293-441-00-340-005-0-220	FICA	$ 2,797.30
9-1293-441-00-340-005-0-230	Retirement	$ 3,261.69
9-1293-441-00-340-005-0-250	Unemployment Comp	$ 182.83
9-1293-441-00-340-005-0-260	Worker's Comp	$ 1,195.71
9-1293-441-00-340-005-0-336	Computer Services	$ 31,000.00
9-1293-441-00-340-005-0-431	R&M Services-Bldg	$ 15,000.00
9-1293-441-00-340-005-0-531	Telephone	$ 25,000.00
9-1293-441-00-340-005-0-583	Travel - out of County	$ 20,000.00
9-1293-441-00-340-005-0-584	Registration Fees	$ 20,000.00
9-1293-441-00-340-005-0-601	Office Supplies	$ 10,000.00
9-1293-441-00-340-005-0-603	Educational/Instructional Supplies	$ 10,000.00
9-1293-441-00-340-005-0-604	Chem, Meds, Drugs, lab Supplies	$ 40,000.00
9-1293-441-00-340-005-0-605	Clothing & Uniforms	$ 1,000.00
9-1293-441-00-340-005-0-665	Minor Computer Equipment	$ 15,000.00
9-1293-441-00-340-005-0-664	Other Minor Equipment	$ 12,000.00
9-1293-441-00-340-005-0-666	Minor Office Furniture	$ 37,698.00
9-1293-441-00-340-005-0-682	Gasoline/Fuel	$ 10,000.00
9-1293-441-00-340-005-0-741	Vehicles	$ 75,000.00
9-1293-441-00-340-005-0-745	Computer Equipment	$ 25,000.00
	TOTAL BUDGET	continued on page 2

INCREASE REQUEST $

Revenue Account #

REASON: Implement Adm Program Income Account Budget for the period 1/1/2009 - 12/31/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

DATE: February 18, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-005-0 (Adm Program Income Account)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-005-0-743	Office Equipment	$ 6,863.00
9-1293-441-00-340-005-0-746	Office Furniture	$ 10,000.00
9-1293-441-00-340-005-0-747	Software	$ 20,000.00
9-1293-441-00-340-005-0-748	Other Equipment	$ 41,040.00
9-1293-441-00-340-005-0-810	Dues & Memberships	$ 20,000.00
	TOTAL BUDGET	$ 492,805.53

INCREASE REQUEST $

Revenue Account #

REASON: Implement Adm Program Income Account Budget for the period 1/1/2009 - 12/31/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
2009 YEAR ADM PROGRAM INCOME SALARY SCHEDULE
ACCT # 9-1293-441-00-340-005-0

Slot #		Salary & Fringe Benefits	
	G001	$	2,012.00
	G002	$	1,863.00
	0003	$	1,861.00
	G004	$	1,767.00
	G005	$	1,767.00
	G006	$	1,766.00
	G007	$	1,550.00
	G008	$	1,412.00
	G009	$	1,412.00
	G010	$	1,412.00
	0011	$	1,182.00
	G012	$	1,166.00
	G013	$	1,133.00
	G014	$	1,113.00
	G015	$	1,116.00
	G016	$	1,114.00
	G017	$	1,085.00
	G018	$	963.00
	G019	$	857.00
	G020	$	15.00
	G021	$	10,000.00
Salary Total		**$**	**36,566.00**
FICA - 7.65%		**$**	**2,797.30**
Retirement - 8.92%		**$**	**3,261.69**
Worker's Comp - 3.27%		**$**	**1,195.71**
Unemployment Comp - .50%		**$**	**182.83**
Health Insurance Premium		**$**	**4,164.00**
Life Insurance Premium		**$**	**37.00**
Fringe Benefits Total		**$**	**11,638.53**
Salary & Fringe Benefits Total		**$**	**48,204.53**

AI-14220 **10.A.**

Approval of Claim
CC REGULAR

Date: 03/03/2009
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1

Information

CAPTION

Approval of claim/invoice in the amount of $564.00 from Rudy's Upholstery with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds are available as of 02/27/09.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:39 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/27/2009 09:25 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Dora Gutierrez			Started On: 02/24/2009 03:37 PM	
Final Approval Date: 02/27/2009				

Cone 318-2575

02/24/2009 15:52 9563182373 PHARR LIBRARY PAGE 02/02
CC_COURT_1
FAX No. 956-787-3345
P.001/001

RUDY'S CUSTOM WORK UPHOLSTERY
201 S. CAGE
PHARR, TX 78577
(956) 783-9699

NAME Judge Rudy Gonzalez DATE 1-7-09
ADDRESS Court House Edinburg PHONE
APARTMENT DATE PROMISED
MAKE MODEL NO. SERIAL NO. DATE OF ORIGINAL INSTALLATION
NATURE OF SERVICE
☐ ESTIMATE ☐ CASH
☐ WARRANTY ☐ CHARGE
☐ CONTRACT ☐ C.O.D.

QTY.	DESCRIPTION	PRICE	AMOUNT
3	Jury Chairs	188.00	564.00

REMARKS Cash Exempt

TOTAL MATERIALS	
TECHNICAL SERVICE TIME ☐ SHOP ☐ HOME	
☐ PICK UP OR DELIVERY ☐ SERVICE CALL CHARGE	
TAX	
TOTAL	564 00

TECHNICIAN

Signature below constitutes acceptance of above service performed as being satisfactory – and that the equipment has been left in good condition.

DATE COMPLETED

0742

CR. 201.

AI-14207 **11.A.**

Amendment - Water/Sewer project - City of Edcouch

CC REGULAR

Date:	03/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of an amendment to the Urban County Program – City of Edcouch (Years 20 & 21 2007 & 2008) CDBG workplan to include a Water/Sewer improvements project and a Street improvement project.

BACKGROUND

The City of Edcouch held a public hearing on February 17, 2009 at 6:30 p.m. and citizen participation requirements have been met, thereafter, the city council approved the amendment . The City of Edcouch is requesting an amendment to include a Water/Sewer and a Street Improvements Project. The Water/Sewer Improvements project includes the rehabilitation of the standpipe located at the Edcouch water plant, and the Street Improvements project includes the overlay and reconstruction of streets Lopez, Robert Gonzalez, Murio, Bowers, Pacific and Calle Avenida del Sur). The Youth Services line item was deleted from the Fiscal Year 21 (2008), the Delta Youth Center closed down.

Fiscal Impact

Attachments

Link: project - Edcouch

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/24/2009 01:18 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/26/2009 03:02 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Estella Webber — Started On: 02/24/2009 11:08 AM

Final Approval Date: 02/27/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No.

Date: February 19, 2009 Meeting Date Request: March 3, 2009

Deadline for Action: March 3, 2009 Contact Person: ***Diana R. Serna***

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

Diana R. Serna, UCP Director

Caption:

Consideration and Approval of an amendment to the Urban County Program –City of Edcouch Years 20 & 21 2007& 2008) CDBG workplan to include a water/sewer improvements project and a street improvements project.

Background:

The city of Edcouch held a public hearing on February 17, 2009 at 6:30 p.m. and citizen participation requirements have been met, thereafter, the city council approved the amendment . The city of Edcouch is requesting an amendment to include a Water/Sewer and a Street Improvements Project. The Water/Sewer Improvements project includes the rehabilitation of the standpipe located at the Edcouch water plant, and the Street Improvements project includes the overlay and reconstruction of streets Lopez, Robert Gonzalez, Murio, Bowers, Pacific and Calle Avenida del Sur). The Youth Services line item was deleted from the Fiscal Year 21 (2008), the Delta Youth Center closed down.

CDBG Manager: **Finance:**

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

PUBLIC HEARING NOTICE
CITY OF EDCOUCH
URBAN COUNTY PROGRAM

Published On: February 13, 2009

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of **Edcouch** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget and program amendments to its Urban County program, **Years 20 & 21 (2007 & 2008).**

The Public Hearing will be held on, **February 17, 2009** at **6:30 P.M.** at the **Edcouch** City Hall, **100 W. Southern St, Edcouch, TX. 78538.**

Existing	Year 20 (2007) Activities	Proposed
$109,544.21	Street Improvements(-8922.94)	$100,621.27
$ 0.00	Water/Sewer Improvements (+8922.94)	$ 8,922.94
$109,544.21	**Total**	**$109,544.21**

The proposed amendment will add a new project to the water/sewer improvements line item. The project includes but not limited to the rehabilitation of the standpipe located at the Edcouch Water Plant.

Existing	Year 21 (2008) Activities	Proposed
$ 10,000.00	Youth Services (-10,000.00)	$ 0.00
$ 89,159.77	Water/Sewer Improvements (+10,00.00)	$ 99,159.77
$ 199,980.05	Street Improvements	$199,980.05
$299,139.82	**Total**	**$ 299,139.82**

The proposed amendment will **DELETE** the Youth Services Line item. The Delta Area Boys & Girls Club has closed. It will also **ADD** a water/sewer Improvements project, to include but not limited to the rehabilitation of the standpipe located at the Edcouch Water Plant. It will also **ADD** a street improvements project, to include but not limited to the overlay-reconstruction of streets, Lopez, Robert, Gonzalez, Murio, Bowers, Pacific and Calle Avenida del Sur.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call **(956) 262-2140.** Written comments may be forwarded to:

Mayor Jose Raul Guzman
City of Edcouch
P.O. Box 100
Edcouch, TX. 78538

February 19, 2009

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of February 17, 2008 Regular Meeting of the Board of Aldermen of the City of Edcouch, 7:00 P.M.

ITEM XI. NEW BUSINESS

ITEM F. Discussion and action on Resolution 2009-14 amending 2007, and 2008 Urban County Budget.

A motion to amend budget was made by Mayor Pro-temp Eddy Gonzalez, and seconded by commissioner Lupita Garcia, Motion carried.

I, Delmira Olivarez, City Manager, certify that this is a complete and correct excerpt of the minutes of January 15, 2008.

Delmira Olivarez 2/19/09
Delmira Olivarez Date
City Manager

Feb 19 2009

STATE OF TEXAS §

COUNTY OF HIDALGO §

RESOLUTION 2009-14

A RESOLUTION ADOPTING THE AMENDED BUDGET FOR THE URBAN COUNTY PROGRAM TO AMEND THE FOLLOWING YEAR 2007, AND YEAR 2008.

WHEREAS, THE CITY OF EDCOUCH WISHED TO AMEND ITS URBAN COUNTY BUDGET FOR THE YEAR 20AND 21.

WHEREAS, THE CITY OF EDCOUCH PUBLISHED A NOTICE OF A PUBLIC HEARING ON FEBRUARY 13, 2009 AND HELD FEBRUARY 17, 2009 AT 6:30PM, AND

FURTHERMORE, TOOK FURTHER ACTION THROUGH RESOLUTION OF FEBRUARY 17, 2009, AT THE REGULAR MEETING OF THE CITY OF EDCOUCH ON THE PROPOSED CHANGES TO THE ORIGINAL SCOPE OF WORKS AS REFLECTED ON THE ATTACHED EXHIBITS WERE APPROVED ON THIS THE 17TH DAY OF FEBRUARY 2009.

CITY OF EDCOUCH

ATTEST:

Delmira Olivarez
City Manager

Jose Raul Guzman
Mayor

PUBLIC HEARING NOTICE
CITY OF EDCOUCH
URBAN COUNTY PROGRAM

Published On: February 13, 2009

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of **Edcouch** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget and program amendments to its Urban County program, **Years 20 & 21 (2007 & 2008).**

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The proposed amendment will add a new project to the water/sewer improvements line item. The project includes but not limited to the rehabilitation of the standpipe located at the Edcouch Water Plant.

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$ 199,980.05	Street Improvements	$ 199,980.05
$299,139.82	**Total**	**$ 299,139.82**

The proposed amendment will **DELETE** the Youth Services Line item. The Delta Area Boys & Girls Club has closed. It will also **ADD** a water/sewer Improvements project, to include but not limited to the rehabilitation of the standpipe located at the Edcouch Water Plant. It will also **ADD** a street improvements project, to include but not limited to the overlay-reconstruction of streets, Lopez, Robert, Gonzalez, Murio, Bowers, Pacific and Calle Avenida del Sur.

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Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call **(956) 262-2140.** Written comments may be forwarded to:

Mayor Jose Raul Guzman
City of Edcouch
P.O. Box 100
Edcouch, TX. 78538

FEB 19 2009

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of **Edcouch** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget and program amendments to its Urban County program, **Years 20 & 21 (2007 & 2008).**

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$109,544.21	Street Improvements(-8922.94)	$100,621.27
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The proposed amendment will **DELETE** the Youth Services Line item. The Delta Area Boys & Girls Club has closed. It will also **ADD** a water/sewer Improvements project, to include but not limited to the rehabilitation of the standpipe located at the Edcouch Water Plant. It will also **ADD** a street improvements project, to include but not limited to the overlay-reconstruction of streets, Lopez, Robert, Gonzalez, Murio, Bowers, Pacific and Calle Avenida del Sur.

AI-14226 **11.B.**

Youth facility project - City of La Joya

CC REGULAR

Date:	03/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Architectural Services in connection with Hidalgo County Urban County Program Year 21 (2008) for Parks, Recreational Facilities in the City of La Joya.

2. Presentation of the scoring grid (of at least three (3) Architectural firms from the County's approved "pool" as graded and evaluated by the City of La Joya) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Parks, Recreational Facilities project in the City of La Joya.

3. Authority to negotiate a Professional Architectural Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of La Joya Parks, Recreational Facilities project.

BACKGROUND

The City of La Joya has graded three architectural firms from the County's approved "pool". V-A Architects, ERO International, LLP and Alcocer Garcia Associates Design Consultants (AGADC) were rated for the 2008 Parks, Recreational Facilities project in the City of La Joya. The project consists of Phase II & III of the construction of a youth facility. See attached Grading-Scoring Grid for your review.

Funds Available:	$ 57,728.73 Year 20 (2007) Pct 3 Parks, Recreational Facilities recaptured funds
	$200,000.00 Year 21 (2008) La Joya Parks, Recreational Facilities funds
Total Funds Available:	$257,728.73

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Funds Available:	$57,728.73 Year 20 (2007) Pct 3 Parks, Recreastional Facilities
	$200,000.00 Year 21 (2008) La Joya Parks, Recreational Facilities

Total Funds Available:	$257,728.73

Attachments

Link: project scoring grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:41 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/26/2009 02:45 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Estella Webber Started On: 02/25/2009 08:32 AM

Final Approval Date: 02/27/2009

City of La Joya
Architectural Services
Parks, Recreational Facilities
Year 21 (2008)
Grading-Ranking Grid

Criteria	Alcocer Garcia Associates Design Consultants (AGADC)			V-A Architecture			ERO International, LLP		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	N/A	19	20	N/A	17	16	N/A
Experience of Project Team	24	20	N/A	23	20	N/A	23	20	N/A
Experience/ Availability of Project Manager	18	18	N/A	18	16	N/A	17	16	N/A
Understanding of Project	20	20	N/A	18	20	N/A	19	18	N/A
Familiarity with Applicable Rules & Regulations	9	10	N/A	8	10	N/A	8	10	N/A
TOTALS	90	88	N/A	86	86	N/A	84	80	N/A
AVERAGES	178÷2=89			172÷2=86			164÷2=82		
RANKING									

Grader #1 Mike Alaniz

Grader #2 Leopoldo Obregon

Grader #3 n/a

Monica Luna

From: cityoflajoya@aol.com
Sent: Tuesday, February 24, 2009 4:46 PM
To: mluna@bizrgv.rr.com
Subject: La Joya Youth Facility

Dear Ms. Luna:

The City of La Joya held a Special Called Meeting on February 20, 2009 and approved Alcocer & Associates as the highest rating Architect for the La Joya Youth Facility for Phase II & III. I have attached the rating sheets for your records.

The City of La Joya is requesting for Urban County to be placed on Commissioners Court's agenda for approval at the next scheduled meeting. If you have any questions or concerns, please contact me at 956-580-7001.

Sincerely,

Mike Alaniz, City Administrator

Access 350+ FREE radio stations anytime from anywhere on the web. Get the Radio Toolbar!

AI-14215 **11.C.**

Interlocal Agreement - Pct. #4, City of Edinburg / W-S Imp. project
CC REGULAR

Date:	03/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of an Interlocal Cooperation Agreement between Hidalgo County Precinct No. 4 and the City of Edinburg for a Water/Sewer Improvements project, utilizing Hidalgo County Urban County Program Precinct No. 4 Water/Sewer Improvements funds from FY 19 (2006).

BACKGROUND

Hidalgo County Precinct No. 4 has allocated $125,000.00 from (2006) FY 19 funding for a Water/Sewer improvements project for water improvements to include waterlines, water connections and taps to the Lane #1 & Lane #2 Subdivision (Red Gate). Attached is a copy of the agreement that the City of Edinburg Council took action to approve on October 21, 2008.

Funds Available: $124,340.75

Fiscal Impact

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

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

BUDGETARY IMPACT:

Contribution of funds not to exceed $125,000.00 will be utilized from Urban County Year 19 (2006) Urban County Program- Hidalgo County Precinct No. 4 funds.

Attachments

Link: R. Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/24/2009 03:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/26/2009 02:44 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Estella Webber — Started On: 02/24/2009 02:34 PM

Final Approval Date: 02/27/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF EDINBURG, TEXAS

This Agreement is made on this the _____ day of _____**, 2009**, by and between the **CITY OF EDINBURG, TEXAS,** hereinafter referred to as "Edinburg" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is a Municipal Corporation located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 19 (2006) Water/Sewer Improvements, for the Hidalgo County Precinct No. 4 area , including but not limited to the installation of water lines and water meter service connections at Lane #1 and Lane #2 Subdivisions as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Edinburg as described herein;

WHEREAS, Edinburg and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** contribute CDBG funds to Edinburg in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents ($125,000.00) from the Urban County –Precinct No. 4 Year 19 (2006) Water/Sewer Improvement line item.

2. **County shall** be responsible for the purchase of equipment as listed on "Exhibit A".

3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edinburg and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
Attention: Mayor Joe Ochoa
P.O. Box 1079

Edinburg, Texas 78540

If to County: Hidalgo County, Texas
Attention: Juan D. Salinas III, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78540-0758

With copy to: Oscar Garza, Jr. Commissioner, Precinct No. 4
1051 N. Doolittle Road
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.

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

11. **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.

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

13. **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.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG

_____
JOE OCHOA, MAYOR

ATTEST:

Myra Ayala Garza, City Secretary

HIDALGO COUNTY

Juan D. Salinas III, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Exhibit "A"
Description of Activity

County: Installation of water lines and water meter services at Lane #1 Subdivision and Lane #2 Subdivision a Hidalgo County Precinct No. 4 area.

Edinburg: Engineering, Testing, Surveying and Staking property for the installation of waterlines and water meter services at Lane #1 Subdivision and Lane #2 Subdivisions in the Hidalgo County Precinct No. 4 area for which Edinburg has the CCN rights.

Exhibit "B"
Budget

Contribution of funds not to exceed $125,000.00 will be utilized from Urban County Year 19 (2006) Urban County Program-Hidalgo County Precinct No. 4 funds.

AI-14227 **12.A.**

2008 Racial Profiling Report

CC REGULAR

Date:	03/03/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Presentation and discussion of 2008 Racial Profiling Report as presented by Hidalgo County Constable Precinct 3 Department in accordance with Article 2.133 of the Texas Code of Criminal Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Racial Profiling Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:42 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/26/2009 02:59 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rachel Cavazos — Started On: 02/25/2009 09:11 AM

Final Approval Date: 02/27/2009

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133 (b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Summary of Racial Profiling Report
Hidalgo County Constable Department Pct.3

Table 1: Detention Disposition by Race

Hispanic:

	Number	% of Race
Arrested	0	0.0%
Released	1	0.6%
Ticketed	128	74.4%
Warned (Written)	43	25.0%
Total	172	100%

Caucasian:

	Number	% of Race
Arrested	1	20.0%
Released	0	0.0%
Ticketed	3	60.0%
Warned (Written)	1	20.0%
Total	5	100%

For Asian, African, Native American, and Other there were no stops conducted.

Table 2: Search Status by Race

Hispanic:

	Number	% of Race
Consent Search	7	4.1%
No Search	165	95.9%
Probable Cause Search	0	0%
Total	172	100%

Caucasian:

	Number	% of Race
Consent Search	0	0%
No Search	5	100%
Probable Cause Search	0	0%
Total	5	100%

For Asian, African, Native American, and Other there were no stops conducted, therefore no Searches conducted.

Table 3: Stop Reason and Disposition by Race

Hispanic:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	66	38.4%
Hazardous Traffic	Warned (Written)	25	14.5%
Investigation Stop	Arrested	0	0.0%
Investigation Stop	Released	1	0.6%
Investigation Stop	Ticketed	23	13.4%
Investigation Stop	Warned (Written)	4	2.3%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	38	22.1%
Non-Hazardous Traffic	Warned (Written)	15	8.7%
Total		172	100%

Caucasian:

		Number	% of Race
Hazardous Traffic	Arrested	1	20.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	3	60.0%
Hazardous Traffic	Warned (Written)	1	10.0%
Investigation Stop	Arrested	0	0.0%
Investigation Stop	Released	0	0.0%
Investigation Stop	Ticketed	0	0.0%
Investigation Stop	Warned (Written)	1	20.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%
Total		5	100%

For Asian, African, Native American, and Other there were no stops conducted.

Table 4: Statement of the Charge

Hispanic:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	23	18.0%
Traffic	104	82.0%
Total	127	100%

Table 4: Statement of the Charge Cont.

Caucasian:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	1	20.0%
Traffic	4	80.0%
Total	5	100%

For Asian, African, Native American, and Other there were no stops conducted, therefore no Charges filed.

Table 5: Gender

Hispanic:

	Number	% of Race
Male	120	70.0%
Female	52	30.0%
Total	172	100%

Caucasian:

	Number	% of Race
Male	2	40.0%
Female	3	60.0%
Total	5	100%

Table 6: Location of Stop

Hispanic:

	Number	% of Race
Pct.3	171	99.0%
Outside Pct.3	1	1.0%
Total	172	100%

Caucasian:	Number	% of Race
Pct.3	4	80.0%
Outside Pct.3	1	20.0%
Total	5	100%

For Asian, African, Native American, and Other there were no stops conducted, therefore there is no Gender numbers.

Table 7: Contraband and Disposition

Hispanic:

	Number	% of Race
Contraband	3	100%
Disposition Released	3	100%

For Asian, African, Native American, Caucasian and Other there was no Contraband found.

Table 8: Type of Contraband Collected

Hispanic:

	Number	% of Race
Drug Paraphernalia And Prohibited Weapon	3	100%

For Asian, African, Native American, Caucasian and Other there was no Contraband Collected.

Hidalgo County Constable Department Pct. #3
Racial Profiling Statistical Report
1/01/2008 -- 12/31/2008

Table 1: Detention Disposition by Race

	Asian	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	1	20.0%	100.0%
Released	1	0.6%	100.0%	0	0.0%	0.0%
Ticketed	128	74.4%	97.7%	3	60.0%	2.3%
Warned (Written)	43	25.0%	97.7%	1	20.0%	2.3%
	172 Total	100.0% of Race	97.2% of all Detentions	5 Total	100.0% of Race	2.8% of all Detentions

Disposition	Native American	% of Race	% of Disposition	Disposition	Other	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%	Released	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	Ticketed	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	Warned (Written)	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions		0 Total	0.0% of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.6%	1
Released	0.6%	1
Ticketed	74.0%	131
Warned (Written)	24.9%	44
	100.0%	177

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	0	0.0%	0.0%	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	Cauacasian	% of Race	% of Search
Consent Search	7	4.1%	100.0%	0	0.0%	0.0%
No Search	165	95.9%	97.1%	5	100.0%	2.9%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	172 Total	100.0% of Race	97.2% of all Detentions	5 Total	100.0% of Race	2.8% of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search	0	0.0%	0.0%
No Search	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Other	% of Race	% of Search
Consent Search	0	0.0%	0.0%
No Search	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	4.0%	7
No Search	96.0%	170
Probable Cause Search	0.0%	0
	100.0%	177

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	1	20.0%	100.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	66	38.4%	95.7%	3	60.0%	4.3%
Hazardous Traffic	Warned (Written)	25	14.5%	100.0%	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	1	0.6%	100.0%	0	0.0%	0.0%
Investigation	Ticketed	23	13.4%	100.0%	0	0.0%	0.0%
Investigation	Warned (Written)	4	2.3%	80.0%	1	20.0%	20.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	38	22.1%	100.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	15	8.7%	100.0%	0	0.0%	0.0%
		172 Total	100.0% of Race	97.2% of all Detentions	5 Total	100.0% of Race	2.8% of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

Table 3: Stop Reason and Disposition by Race Cont.				
StopReason	cboStopDisposition	Other	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.6%	1
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	39.0%	69
Hazardous Traffic	Warned (Written)	14.1%	25
Investigation	Arrested	0.0%	0
Investigation	Released	0.6%	1
Investigation	Ticketed	13.0%	23
Investigation	Warned (Written)	2.8%	5
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	21.5%	38
Non-Hazardous Traffic	Warned (Written)	8.5%	15
		100.0%	177

Table 4 Statement of the Charge						
Race / Ethnicity		Statement of the Charge				
	Felony		Misdemeanor		Traffic	
	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	1	1%	4	3%
African	0	0%	0	0%	0	0%
Hispanic	0	0%	23	17%	104	79%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	0		24		108	
Grand Total						

Table 5 Gender

Gender

Race/ Ethnicity	Contacts		Gender			
	Number	Total %	Male	Total %	Females	Total %
Caucasian	5	3%	2	1%	3	2%
African	0	0%	0	0%	0	0%
Hispanic	172	97%	120	68%	52	29%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	177		122		55	

Table 6 Location of Stop

Location of Stop

		Hidalgo County Pct. 3		Outside Pct. 3	
Race/ Ethnicity	Number	Total %		Number	Total %
Caucasian	4	2%		1	1%
African	0	0%		0	0%
Hispanic	171	97%		1	1%
Asia	0	0%		0	0%
Native American	0	0%		0	0%
Other	0	0%		0	0%
Total	175		Total	2	
Grand Total	177				

Table 7 Contraband and Dispoition

Race/ Ethnicity	Contraband		Disposition of Stop							
			Arrest		Ticket		Warning		Release	
	Number	Total %	Number	Total %	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	0	0%	0	0%	0	0%
African	0	0%	0	0%	0	0%	0	0%	0	0%
Hispanic	3	100%	0	0%	0	0%	0	0%	3	100%
Asia	0	0%	0	0%	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%	0	0%	0	0%
Total	3		0		0		0		3	

Table 8 Type of Contraband Collected

Race/ Ethnicity	Drug Paraphernalia & Prohibited Weapon	
	Number	Total %
Caucasian	0	0%
African	0	0%
Hispanic	3	100%
Asia	0	0%
Native American	0	0%
Other	0	0%
Total	3	

AI-14243 **12.B.**

IKON Claim & Goodyear Auto Service Center Claim

CC REGULAR

Date:	03/03/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoices after they have been reviewed, audited, and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
IKON (Pro Consulting Services)	02-05-2009	$823.50
Goodyear Auto Service Center	05-08-2008	$64.99
Goodyear Auto Service Center	06-18-2008	$64.99

BACKGROUND

IKON - Requisition was submitted in a timely manner, Purchasing Department disapproved pending a copy of service and maintenance agreement. Service & maintenance agreement was received and submitted to Purchasing Department by our department on June 6, 2008. Purchasing Department disapproved. Joseph Smith spoke with Matilde Faz in reference to specifications wanted on service and maintenance agreement, and back on July 14, 2008 another agreement meeting their specifactions was emailed, but was disapproved again. When copier was purchased, the Service and maintenance agreement was set for five years, no signature from County Judge was required at that time. Service and maintenance agreement expired in October 2008, our department is trying to get balance paid off as quickly as possible.

Goodyear Auto Service Center - Invoices needed corrections, purchase order increases were submitted to meet the changes, but purchase order was closed out before the purchase order was increased and after labor was already done to vehicles.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-293-001-0-432 & 434

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

BUDGETARY IMPACT:

9-1100-421-00-293-001-0-432- Equip R & M Services -Available Balance as of 2-27-09 $300.00; additional funding in the amount of $550.00 will be transferred as per Rachel Cavazos, refer to AI #14307.

9-1100-421-00-293-001-0-434-Vehicle R & M Services-Available Balance as of 2-27-09 $19,762.18

PO #605116 & 598147 for GoodYear are pending to be liquidated, since invoices are being submitted as claims. Please refer to background info of the agenda item.

Attachments

Link: Constable Pct. 3 Claims backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:50 AM	APRV
2	Rosalinda Cantu	Angela Garcia	02/27/2009 08:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 03:15 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rachel Cavazos

Started On: 02/25/2009 02:25 PM

Final Approval Date: 02/27/2009

AI-14243 **16.0.**

IKON Claim & Goodyear Auto Service Center Claim

CC REGULAR

Date: 03/03/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Constables **Purchasing only:** Constables

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoices after they have been reviewed, audited, and processing procedures are completed by the Hidalgo County Auditor.

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Goodyear Auto Service Center - Invoices needed corrections, purchase order increases were submitted to meet the changes, but purchase order was closed out before the purchase order was increased and after labor was already done to vehicles.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Rachel Cavazos	02/25/2009 02:25 PM	CREATED

1	Budget & Management	NEW
2	Auditor's Office	
3	Purchasing Department	

Form Started By: Rachel Cavazos Started On: 02/25/2009 02:25 PM

IKON Document Efficiency At Work.℠

IKON Office Solutions, Inc.
Houston, TX 77067
Telephone 888-456-6457
www.ikon.com

Date:	June 6, 2008
To:	Joseph Smith
Fax Number:	956-687-2012
From:	Document Control
Subject:	Maintenance Agreement Request
Pages (inc. this cover):	4

Fax

Dear Joseph Smith,

Here is the Maintenance Agreement copy that you requested.
Thank you for the opportunity to assist you.

Regards,
Document Control Specialist
IKON Document Efficiency at Work
810 Gears Road
Houston, TX 77067

agreement faxed
07-03-08

Confidentiality Notice: The documents accompanying this facsimile transmission contain information belonging to IKON Office Solutions, Inc. which is intended only for the use of the addressee. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone or arrange for the return of the original documents to IKON Office Solutions, Inc.

Maintenance Services / Professional Services Agreement

IKON — The Way Business Gets Communicated

Customer Care Center Phone # 1-888-456-6457

Reference #:	44508
Date:	09/22/2003
Sales Rep #:	148962
Sales Rep Name:	Saenz, Ms. Eunice S.
Branch #:	

Billing Address: Account #: 2279010 Party #: 3705221
Company: HIDALGO COUNTY CONSTABLE PCT 3
Contact: e-mail:
Title:
Address: 2401 N. MOOREFIELD
Address: County: HIDALGO
City: MISSION State: TX Zip+4: 78572
Phone #: ( ) - Fax #:

Shipping Address: Account #: 2279010
Company: HIDALGO COUNTY CONSTABLE PCT 3
Contact: e-mail:
Title:
Address: 2401 N. MOOREFIELD
Address: County: HIDALGO
City: MISSION State: TX Zip+4: 78572
Phone #: ( ) - Fax #: ( ) -
P.O. #: P.O Expiry Date:

Maintenance Terms	Service Offering	Coverage Times	Billing Frequency	Meter Submission	Group Billing Options
Duration: 12 months	BASE+OVERAGE	8X5 M-F	Base: QUARTERLY	Y	☐ Group Usage
Start Date:	Inclusions		Overage: QUARTERLY	Renewal Options	☐ Add to Existing Contract #: ___
End Date:	GOLD : Labor, Parts, Toner, Staples			Active Contract	☐ Bundled Lease

EQUIPMENT

Model	Equip Id #	Description	Serial Number	Base Rate	Meter Type	Meter Read	Image Allowance	Overage Rate	Meter Contact	Install at Location
IR1330		[SUBS TO 7775A010BA] CANON COPIER		$180.00	B&W		12000	$0.015		

Ship to Address: same as Ship to Header

Special Instructions

Payment Details
Credit Card Type: Amount:
Credit Card #: Check #:
Expiry Date:

IKON Office Solutions Authorization

Customer Authorization (signature required) — ☐ Decline IKON Maintenance ☒ Accept IKON Maintenance

Third Party Authorization (signature required)

Service Approval Signature: Date:
Name (please print): Title:

Customer Signature: Date:
Name (please print): Title:
IKON Sales Signature:
Name (please print): Date:

☐ Vendor
☐ ITT
☐ Other

Customer agrees to purchase and IKON Office Solutions, Inc. ("IKON") agrees to provide the professional and/or maintenance services identified above for the equipment identified above, in accordance with the terms and conditions of this agreement (including all terms and conditions attached hereto as Exhibit A, all of which are incorporated herein by reference).

On Purchase order.

06/06/2008 09:44 FAX 002/004

Maintenance Services/Professional Services Agreement - Exhibit A

Reference # : 44506

1. MAINTENANCE SERVICES COVERAGE. If Maintenance Services are identified on the front of this Agreement:
(a) During the term hereof, as part of its Maintenance Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the equipment listed on the front of this Agreement ("Equipment") which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.
(b) The Maintenance Services provided by IKON under this Agreement will not include the following: (i) Repairs resulting from misuse (including without limitation improper voltage and/or amperage, use of electrical extension(s), or the use of supplies that do not conform to the manufacturer's specifications); (ii) Repairs made necessary by service performed by persons other than IKON representatives; (iii) Service calls or work which the Customer requests to be performed outside of regular business hours (unless covered under an extended hour service contract); (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Consumable supplies such as paper, unless expressly provided for on the front side of this Agreement; (vi) Repairs and/or service calls resulting from attachments not purchased from IKON; (vii) Any software, system support or related connectivity unless specified in writing by IKON; (viii) Parts no longer available from the applicable manufacturer, (ix) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; and (x) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another.
(c) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of IKON are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, IKON may terminate this Agreement if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by IKON.
(d) Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, use of improper voltage and/or amperage, use of electrical adapter(s), or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges.

2. MAINTENANCE SERVICE CALLS. Unless otherwise provided on the front page hereof, Maintenance service calls under this Agreement will be made during normal business hours at the installation address shown on the front side of this Agreement. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. The Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds IKON and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by this Agreement.

3. RECONDITIONING. Rebuilding or major overhauls are not covered by this Agreement. In addition, if IKON, in its sole discretion, determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Agreement). If the Customer does not authorize such reconditioning, IKON may, at its option: (i) discontinue service of the Equipment under this Agreement and refund any unused portion of the Maintenance Charges (as defined below), or (ii) refuse to renew this Agreement upon its expiration. After any such termination, IKON will make service available on a "Per Call" basis at IKON's then prevailing rates at the time of service.

4. TERM. This Agreement shall become effective on the Start Date listed on the front side of this Agreement and shall continue for the term outlined on the front side of this Agreement. Unless otherwise provided on the front page hereof, at the expiration of the initial term or any extended term, this Agreement will automatically renew for a 12 month period provided that the Customer is not then in default. The contracted rate will be adjusted to IKON's then prevailing rates, which will be reflected in an increase on the renewal date. Either party has the right to terminate this Agreement at the time of renewal. Any notice of cancellation must be received in writing at least 30 days prior to the expiration of the current term.

5. MAINTENANCE CHARGES. (a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in advance in accordance with the terms set forth on the front side of this Agreement. Customer agrees to pay such Maintenance Charges within 10 days of the date of the IKON invoice for such charges. Please note that the Maintenance Charges will not include any charges for repairs or maintenance that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges.
(b) Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Maintenance Charges and Customer agrees to pay such charges when due; (ii) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of this Agreement; (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. IKON will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies; and (iv) Customer agrees to pay when due, all taxes, where applicable, related to this Agreement.
(c) In addition to the Maintenance Charges, Customer agrees to pay to IKON the shipping costs (including any premium/expedited shipping costs, if requested by Customer) related to supplies/consumables (if any) included with this Agreement.

6. BREACH OR DEFAULT. If the Customer does not pay all Maintenance Charges or other charges provided under this Agreement or under any lease or rental agreement with IKON Capital, Inc. ("IOS") relating to the Equipment, promptly when due, IKON may (i) refuse to service the Equipment or (ii) furnish service on a C.O.D. "Per Call" basis at IKON's then prevailing rates, at the time of service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement (i.e., prior to the stated term on the front side of this Agreement) or any renewal thereof. If Customer defaults in its obligations hereunder or under any lease or rental agreement with IOS, IKON may require Customer to immediately pay to IKON (i) all past due payments under this Agreement and (ii) in the case of Maintenance Services, the future payments due under this Agreement present valued at the discount rate of 6% to the date of default. If the Customer purchases other Equipment from IKON in the same product group, IKON may, at its option, credit any unused portion of the Maintenance Charges towards the purchase of Maintenance Services on the new equipment. If the Customer fails to pay within 30 days of the due date for the Maintenance Charges for such new equipment, IKON reserves the right to withhold services from such additional equipment, or to terminate services with respect to such additional equipment. Customer agrees to pay IKON's collection costs hereunder, including reasonable attorneys' fee. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any services not performed in accordance with the service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge.

7. USE OF IKON RECOMMENDED SUPPLIES. IKON products are designed to give excellent performance with IKON recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than IKON recommended supplies, and if such supplies are defective or not acceptable for use on the Equipment and cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate this Agreement. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then prevailing rates. However, it is not a condition of this Agreement that the Customer use only IKON authorized supplies.

8. METER READINGS. In return for the Maintenance Charge, Customer is entitled to use the number of scans/copies reflected on the front side hereof under "Scan/Copy Allowance" (if noted on the front side hereof). If Customer uses more than the Scan/Copy Allowance in any month, Customer will additionally pay a charge equal to the number of additional scans/copies times the Overage Rate. Customer agrees to provide IKON true and accurate meter readings monthly and in any reasonable manner requested by IKON. Notwithstanding anything to the contrary, if accurate meter readings are not provided, IKON reserves the right to estimate the meter readings from previous meter readings.

9. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs.

10. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER.

11. MISCELLANEOUS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF GEORGIA. CUSTOMER AGREES TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF GEORGIA FOR ANY CLAIMS MADE UNDER THIS AGREEMENT. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of IKON and the Customer. This Agreement is not assignable by Customer.

12. EARLY TERMINATION. In order to terminate this Agreement prior to the maturity hereof, Customer (a) must not then be in default, (b) must give IKON 30 days prior written notice, and (c) shall pay to IKON, as liquidated damages and not as a penalty, the following amount: (i) if the termination occurs in months 1 through 12, an amount equal to 12 times the base monthly Maintenance Charge; (ii) if the termination occurs in months 13 through 24, an amount equal to 8 times the base monthly Maintenance Charge; and (iii) if the termination occurs anytime after the 24th month of this Agreement, an amount equal to the lesser of 6 times the base monthly Maintenance Charge or the number of months remaining under this Agreement.

13. PROFESSIONAL SERVICES COVERAGE. If Professional Services are identified on the front of this Agreement:
(a) IKON agrees to perform the specific connection, enabler, application, assessment or other professional services identified in the Statement of Work relating thereto prepared by IKON in connection with such service request by Customer.
(b) IKON agrees to perform its Professional Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Agreement. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Professional Services, to the extent transferable and without recourse.
(c) The term of each Professional Service engagement, if and to the extent applicable, shall be specified in the applicable Statement of Work. Professional Service charges will be payable by the Customer in advance in accordance with the terms set forth on the front side of this Agreement. Customer agrees to pay such Professional Service charges within ten (10) days of the date of the invoice for such charges.
(d) Customer agrees that during the term of each Professional Services engagement and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of such Professional Services engagement.
(e) Sections 1(A), 1(B), 4, 5, 8 and 12 of this Agreement apply solely with respect to Maintenance Services and do not apply to Professional Services.

Purchase Order
COUNTY OF HIDALGO

PO#: 519712

DATE: 08-29-03

Page No 1

VENDOR: 243353 REQ: 00033982

IKON OFFICE SOLUTIONS
2901 N. 10TH, SUITE L
MCALLEN TX 78501

SHIP TO: CONSTABLE PCT 3
102 E. 1ST ST.
MISSION TX 78572

CONTACT: KIMBERLY

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		*****CONFIRMATION OF ORDER FOR TASB BUYBOARD****		
1	EACH	PURCHASE OF A CANON IR1330 COPIER	1,460.00	1,460.00
1	EACH	MAINTENANCE AGREEMENT	210.00	210.00
			Total	1,670.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		3-1100-421-00-293-001-0-432 210.00		
		3-1290-421-00-293-005-3-743 1,460.00		

Authorized by: Martha L. Salazar

From: Smith, Joseph (JosephSmith@IKON.com)
To: MATILDE.FAZ@CO.HIDALGO.TX.US
Date: Monday, July 14, 2008 4:40:40 PM
Cc: CONSTABLEPCT3@SWBELL.NET; Martinez, Marisol
Subject: Revised IKON service agreement PCT 3

Maty & Rachel,

Attached is the revised service contract...I highlighted where it states the term is 60 months. The pricing on this contract is locked until 10.15.2008.

Billing specialist Marisol Martinez at (888) 456-6457 x40970 will be able to assist you with further questions. She is also copied on this email.

Thanks!

Joseph A. Smith
Account Executive
5678
809 A Savannah , Suite 311
McAllen, Texas 78503
Email: josephsmith@ikon.com
Office: (956) 687-9156
Fax: (956) 687-2012

Cell: (956) 878-0058

IKON **Document Efficiency** *At Work.™*

Master Maintenance & Sale Agreement

Customer Information:

HIDALGO COUNTY CONSTABLE PCT3
Full Legal Name

2401 N.MOOREFIELD
Customer Location Address

MISSION | | TX | 78572
City | County | State | Zip

Customer Billing Contact: _____

(956) 318-2626
Phone | Extn. | Fax/Email

730 BREYFOGLE STE B
Customer Billing Address (if different)

MISSION | | TX | 78572
City | County | State | Zip

Customer acknowledges that the undersigned is duly authorized to sign this Master Maintenance & Sale Agreement ("Agreement") and acknowledges receipt and acceptance of the terms and conditions of this Agreement, which consists of 3 pages and includes this cover page and Exhibit A.

CUSTOMER
Authorized Signature: _____
Signer's Printed Name: _____
Title: _____
Date: 10/16/2003

IKON OFFICE SOLUTIONS, INC.
Authorized Signature: _____
Signer's Printed Name: _____
Title: _____
Date: _____

☑ Check if Sales Tax Exempt (*Must attach valid Exemption Certificate)

Initial Order

(Use the spaces provided below to identify the initial order of Products and/or Services to be purchased under this Agreement.)

Product Description:

Quantity	Make, Model, Serial Number	Purchase	Service	Quantity	Make, Model, Serial Number	Purchase	Service
1	CANON IR1330 C14004884	☐	☐			☐	☐
		☐	☐			☐	☐
		☐	☐			☐	☐

☐ Check if additional Product Description page(s) attached

Product Charges:

Total Product Charges:

☐ Check if Professional Service fees included
Excludes Taxes

Services & Service Charges:

Minimum Term (mos)	Cost Per Image	Service Charges Total Amount	Meter Read/Billing For Additional Images
☐ 36 Months		☐ Monthly _____	☐ Monthly
☐ 48 Months		☑ Quarterly $180.00	☑ Quarterly
☑ 60 Months		☐ Other _____	☐ Other
☐ Other _____			

Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Service Level
	☐ Monthly _____	☑ Gold : Includes all supplies and staples. Excludes paper.
	☑ Quarterly _____	☐ Silver : Includes all supplies. Excludes paper and staples.
	☐ Other _____	☐ Bronze: Parts & Labor only. Excludes paper, staples and supplies.

Additional Provisions: Contract start date 10-16-03 to 10-15-08//customer locked at 0% increase untill after 10-16-2008

EXHIBIT A TO MASTER MAINTENANCE & SALE AGREEMENT

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "**Service Order**"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. The cover page to this Agreement may serve as an initial Service Order.

(b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.

(c) The Services provided by IKON under this Agreement and each Service Order will not include the following: (i) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) Repairs made necessary by service performed by persons other than IKON representatives; (iii) Service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) Consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) Repairs and/or service calls resulting from attachments not purchased from IKON; (vii) Any software, system support or related connectivity unless specified in writing by IKON; (viii) Parts no longer available from the applicable manufacturer; (ix) Electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) Charges for installation of the serviced equipment or de-installation and/or movement of the serviced equipment from one location to another. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.

3. **Reconditioning.** Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order). If the Customer does not authorize such reconditioning, IKON may, at its option: (i) discontinue service of such serviced equipment under the applicable Service Order and refund any unused portion of the Service Charges (as defined below) applicable to such serviced equipment, or (ii) refuse to renew such Service Order for such serviced equipment upon its expiration. After any such termination, IKON will make service available on a "Per Call" basis at IKON's then-prevailing rates at the time of service.

4. **Term.** Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date.

5. **Service Charges.** Service charges ("Service Charges") will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage or applicable manufacturer supply consumption rates. IKON reserves the right to assess freight and shipping charges for all parts and supply deliveries. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. If the term of any Service Order exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased by IKON up to 5% annually for each year beyond the initial 12-month period.

6. **Default.** If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O.D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 9 below.

7. **Use Of Recommended Supplies; Meter Readings.** If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies. If we determine that you have used more than the manufacturer's recommended specifications for supplies provided by IKON you will pay reasonable charges for those excess supplies and/or we may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings by submitting meter reads to IKON through the IKON automated meter read program, or in any other reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

8. **Customer Obligations**. Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

9. **Early Termination**. Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provides IKON at least thirty (30) days prior written notice. In addition, for each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.

The following terms shall apply to all Product sale transactions:

10. **Order, Delivery and Acceptance**. In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "**Sales Order**"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product charges for such order. The cover page to this Agreement may serve as an initial Sales Order. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other similar credit reason.

11. **Returns; Damaged Products**. No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within three days after receipt of Products.

The following terms shall apply to all transactions:

12. **Warranty**. IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

13. **Payment; Risk of Loss; Taxes**. Payment terms are net ten days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

14. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery or Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

15. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of Georgia to resolve any action under this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of IKON. All Sales Orders and Service Orders shall be governed solely by the terms and conditions of this Agreement, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM IKON, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IKON may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Sales Orders or Service Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.

INVOICE

3500360.2008010390402.03409

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.™

Customer No. : 2279010

3409

ATTN: ACCOUNTS PAYABLE
HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

Invoice No. :5007303523
Invoice Date:20-Jan-08
Terms :10 NET
P O No. :
Contract No.:659848
Modifier :-
Federal Id :23-0334400

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

INVOICE RECEIVED BY:
Raquel Cavazos on 01-29-08
GOODS/SERVICES RECEIVED BY:
Raquel Cavazos on 01-29-08
8-1100-421-00-293-001-0-442
PO# 595104
Raquel Cavazos

Regular Bill

Subtotal :	180.00
Sales Taxes :	0.00
Total Amount Due :	**180.00**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

HIDALGO COUNTY CONSTABLE PCT INV# : 5007303523
3 CUST# : 2279010
730 BREYFOGLE STE B
MISSION TX 78572

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

180.00

Thank you for choosing IKON Office Solutions.

00 00500730352380 00022790109 00000180000 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.™

Customer No. : 2279010

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

Contract No. :659848
Modifier :-

Invoice No. : 5007303523
Invoice Date : 20-Jan-08
PO No. :

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10197096	**Base Charges: 8X5X6 GOLD**			16-Jan-08 to 15-Apr-08		180.00		
-	CANON, IR1330	36,841	36,841	0	12,000				
-	MNS02985/C14004884	16-Oct-07	18-Jan-08	TOTAL METER					
								0.00	180.00
	Constable PCT 3 HIDALGO COUNTY CONSTABLE PCT 3 2401 N MOOREFIELD MISSION TX 78572								
			Subtotal: -				**180.00**	**0.00**	**180.00**
			Total				**180.00**	**0.00**	**180.00**

INVOICE

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.™

Customer No. : 2279010

Invoice No. :5008009209
Invoice Date:16-Apr-08
Terms :10 NET
P O No. :
Contract No.:659848
Modifier :-
Federal Id :23-0334400

1959

ATTN: ACCOUNTS PAYABLE
HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Regular Bill

Subtotal :	180.00
Sales Taxes :	0.00
Total Amount Due :	**180.00**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

INV# : 5008009209
CUST# : 2279010

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

180.00

Thank you for choosing IKON Office Solutions.

00 00500800920910 00022790109 00000180000 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.™

Customer No. : 2279010

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

Contract No. :659848
Modifier :-

Invoice No. : 5008009209
Invoice Date : 16-Apr-08
PO No. :

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10197096	**Base Charges: 8X5X6 GOLD**			16-Apr-08 to 15-Jul-08		180.00		
-	CANON, IR1330	36,841	36,841	0	12,000				
-	MNS02985/C14004884	18-Jan-08	11-Apr-08	TOTAL METER					
								0.00	180.00
	Constable PCT 3 HIDALGO COUNTY CONSTABLE PCT 3 2401 N MOOREFIELD MISSION TX 78572								
			Subtotal: -				**180.00**	**0.00**	**180.00**
			Total				**180.00**	**0.00**	**180.00**

INVOICE

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.™

Customer No. : 2279010

Invoice No. :5008745066
Invoice Date:16-Jul-08
Terms :10 NET
P O No. :
Contract No.:659848
Modifier :-
Federal Id :23-0334400

1836

ATTN: ACCOUNTS PAYABLE
HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Regular Bill	Subtotal : 180.00 Sales Taxes : 0.00 **Total Amount Due : 180.00**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

HIDALGO COUNTY CONSTABLE PCT INV# : 5008745066
CUST# : 2279010

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

180.00

Thank you for choosing IKON Office Solutions.

00 00500874506 62 00022790109 00000180000 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.™

Customer No. : 2279010

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

Contract No. :659848
Modifier :-

Invoice No. : 5008745066
Invoice Date : 16-Jul-08
PO No. :

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10197096	**Base Charges: 8X5X6 GOLD**			16-Jul-08 to 15-Oct-08		180.00		
-	CANON, IR1330	36,841	36,852	11	12,000				
-	MNS02985/C14004884	11-Apr-08	08-Jul-08	TOTAL METER					
								0.00	180.00
	Constable PCT 3 HIDALGO COUNTY CONSTABLE PCT 3 730 BREYFOGLE STE B MISSION TX 78572								
			Subtotal: -				**180.00**	**0.00**	**180.00**
			Total				**180.00**	**0.00**	**180.00**

IKON Office Solutions
P.O. Box 13147
Macon, GA 31208-3147

Return Service Requested

IKON Document Efficiency At Work.

Date: August 01, 2008

4533

Checks should be remitted to:

Please reference the Remit To Address as printed on your Invoice(s)

HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

Attention: Accounts Payable

A review of your account shows that payments have not been received for the invoices referenced below, which are now past due per the terms of the agreement on customer id **2279010**

Invoice	Date	Invoice Amount
5008009209	16-Apr-08	$180.00
5008745066	16-Jul-08	$180.00
5007303523	20-Jan-08	$180.00

We value your business and would like to continue to meet your needs. Please call me at the number listed below as soon as possible to discuss payment options. Payments should be remitted to the address indicated above. Please include the account number and invoice number(s) being paid.

We offer several payment options for your convenience including: check, check by phone or credit card (Visa, MasterCard, or American Express).

If the invoice was already paid, please confirm by faxing any supporting documentation, i.e., cancelled check copy (front & back) to the corresponding Accounts Receivable Representative.

Regards,
Nikita Lopez
Accounts Receivable Center(ARC)
IKON Document Efficiency At Work
Phone: 800-929-3066 Ext. 8066

INVOICE

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.

Customer No. : 2279010

Invoice No. :5009674902
Invoice Date:28-Oct-08
Terms :10 NET
P O No. :
Contract No.:659848
Modifier :-
Federal Id :23-0334400

1800

ATTN: ACCOUNTS PAYABLE
HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Regular Bill	Subtotal : 207.00 Sales Taxes : 0.00 **Total Amount Due : 207.00**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

INV# : 5009674902
CUST# : 2279010

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

207.00

Thank you for choosing IKON Office Solutions.

00 00500967490210 00022790109 00000207001 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.

Customer No. : 2279010

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

Contract No. :659848
Modifier :-

Invoice No. : 5009674902
Invoice Date : 28-Oct-08
PO No. :

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10197096	**Base Charges: 8X5X6 GOLD**			16-Oct-08 to 15-Jan-09		207.00		
-	CANON, IR1330	36,852	36,852	0	12,000				
-	MNS02985/C14004884	08-Jul-08	16-Oct-08	TOTAL METER					
								0.00	207.00
	Constable PCT 3 HIDALGO COUNTY CONSTABLE PCT 3 730 BREYFOGLE STE B MISSION TX 78572								
			Subtotal: -				**207.00**	**0.00**	**207.00**
			Total				**207.00**	**0.00**	**207.00**

INVOICE

3500383.20081109250020.03709

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.™

Customer No. : 2279010

Invoice No. :5009888976
Invoice Date:21-Nov-08
Terms :10 NET
P O No. :
Contract No.:659848
Modifier :-
Federal Id :23-0334400

3709

ATTN: ACCOUNTS PAYABLE
HIDALGO COUNTY CONSTABLE PCT 3
730 N BREYFOGLE STE B
MISSION TX 78574-7020

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Ref 29998410 Invoice# 5009674902 Has Been Credited. The Credit Memo Is 5009894362.

Subtotal :	76.50
Sales Taxes :	0.00
Total Amount Due :	**76.50**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

HIDALGO COUNTY CONSTABLE PCT INV# : 5009888976
3 CUST# : 2279010
730 BREYFOGLE STE B
MISSION TX 78572

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

76.50

Thank you for choosing IKON Office Solutions.

00 005009888976B 00022790109 00000076505 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.®

Customer No. : 2279010

HIDALGO COUNTY CONSTABLE PCT 3
730 BREYFOGLE STE B
MISSION TX 78572

Contract No. :659848
Modifier :-

Invoice No. : 5009888976
Invoice Date : 21-Nov-08
PO No. :

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10197096	**Base Charges: 8X5X6 GOLD**			16-Oct-08 to 18-Nov-08		76.50		
-	CANON, IR1330	36,852	36,852	0	12,000				
-	MNS02985/C14004884	16-Jul-08	15-Oct-08	TOTAL METER					
								0.00	76.50
	Constable PCT 3 HIDALGO COUNTY CONSTABLE PCT 3 730 BREYFOGLE STE B MISSION TX 78572								
			Subtotal: -				**76.50**	**0.00**	**76.50**
			Total				**76.50**	**0.00**	**76.50**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 09/08/08

TO: RACHEL CAVAZOS

DEPARTMENT: CONST PCT 3

FROM: SANDY SUAREZ

PHONE: (956) 318-2511 X 4625

REFERENCE: 128544

THE FOLLOWING DOCUMENT (S)**GOODYEARI** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

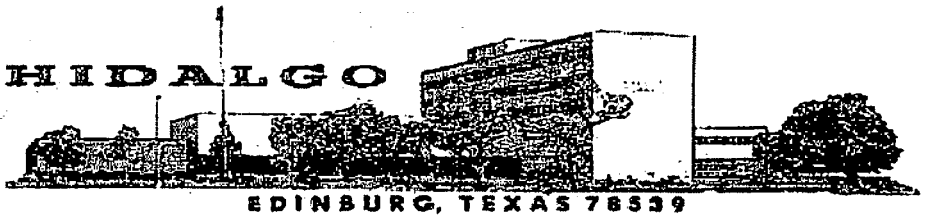
[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
[ ] SIGNATURE OR DATE NOT PRESENT
[ ] SYSTEM SHOWS INVOICE PAID
[ ] INSUFFICIENT FUNDING IN ACCOUNT #__AVAILABLE $.
[ ] NEEDS APPROVAL OF :
[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):
[ ] NEEDS CORRECTION:[ ] NEEDS ADDITIONAL DOCUMENTATION:
[XXX] OTHER: PLEASE GET WITH PURCHASING THIS PO WAS ALREADY USED IN FULL.. DON'T HAVE THE ORIGINAL EITHER. PLEASE SUBMIT A MEMO WHEN RESUBMITTING. THANKS
[XX] COMMENTS / RECOMMENDATION: SENDING BACK COPY. ANY QUESTIONS, PLEASE CALL. THANK YOU.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "DOUGY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 332ND D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | THOMAS P. WINGATE JUDGE, 430TH D.C. | DANIEL G. RIOS JUDGE, 443RD D.C.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 06/11/08**

TO: RACHEL CAVAZOS **DEPARTMENT: CONST. PCT 3**

FROM: SANDY SUAREZ **PHONE: (956) 318-2511 X 4625**

REFERENCE : 128544

THE FOLLOWING DOCUMENT (S) **GOODYEAR** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT # _AVAILABLE $.0.00

[ ] NEEDS APPROVAL OF :

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION:

[ ] NEEDS ADDITIONAL DOCUMENTATION:

[XXX] OTHER: PO#598147 , USED IN FULL.. GET WITH PURCHASING DEPT.

[XXX] COMMENTS / RECOMMENDATION: SENDING ORIGINAL INVOICE. PLEASE RESUBMIT ASAP. ANY QUESTIONS, PLEASE CALL. THANK YOU.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | THOMAS P. WINGATE JUDGE, 430TH D.C. | DANIEL G. RIOS JUDGE, 449TH D.C.

GOODYEAR AUTO SERVICE CENTER

INVOICE 128544

A DIVISION OF THE GOODYEAR TIRE & RUBBER COMPANY
4201 N 23RD
MC ALLEN, TX 78504
FEDERAL TAX ID# 340253240
(956)686-8317 HOURS 7:30-7MON-FRI,7:30-6SAT

PAGE: 01

BILL TO: HIDALGO COUNTY
ELDON DUNN
PO BOX 359
EDINBURG, TX 78540

PHONE 1..... (956)581-6800 EXT.
PHONE 2.....
RETURN PARTS.. NO
LICENSE/STATE. 230-188 / TX
ST INSP EXP DT.NA
SALESMAN..... 004 / 004

VEH YEAR/MAKE. 06 FORD TRUCK
VEHICLE MODEL. F150 1/2 TON PICKUP
VEHICLE COLOR. GOLD
EMISS EXP DT...NA
DATE REQUESTED 05/08/08
P O NUMBER.... 598147

ODOMETER IN/OUT50749 / 50749
VEHICLE IN.....05/08/08 11:56 AM
VEHICLE OUT....05/08/08 03:45 PM
TERR/NONSIG....4752/904752
TIME REQUESTED

#304

ACCOUNT #	COB	TC	CUST#	TYPE/STATE	AUTHORIZATION
474111725	4	90	NOHIST	0 TX	1010601

SLS	TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	UNIT PRICE	LBR/EXCISE		LINE TOTAL
004	056	078-146	R	1	WHEEL ALIGNMENT VAN/SUV/TRUCK	.00	79.95	14.96-	64.99
004	056	046-100	R	1	PO 598147	.00	.00		.00

SUMMARY:

PARTS TOTAL.....	.00
LABOR TOTAL.....	79.95
TAXABLE AMOUNT	.00
DISCOUNT LABOR.....	14.96
SUB TOTAL.....	64.99
SALES TAX(8.250%)	.00

x Eldon Dunn
CUSTOMER AUTHORIZATION FOR TOTAL

CHARGED AMOUNT 64.99

INVOICE TOTAL

$64.99

THANK YOU FOR YOUR BUSINESS! IF YOU ARE NOT 100% SATISFIED,
PLEASE CONTACT THE STORE MANAGER, RUBEN PENA, AT (956)686-8317

SALES ASSOC(S): 004 JUAN D.
TECHNICIAN(S): 056 RENE R.

TREAD DEPTH L/F..... 8/32 R/F.... 8/32
TREAD DEPTH L/R..... 9/32 R/R.... 9/32

BUYING PLAN... A

OF PAYMENTS. 1

PAY START DATE 06/10/08

DISCOUNT..... *NET*

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

INVOICE RECEIVED BY:
Raquel Cavazos on 05-09-08

GOODS/SERVICES RECEIVED BY:
Eldon Dunn on 05-09-08
8-1100-421-00-293-001-0-434
PO# 598147
Raquel V Cavazos

RECEIVED BY
COUNTY AUDITOR
2008 MAY 13 AM 10 20

RECEIVED BY
COUNTY AUDITOR
2008 MAY 13 AM 10 20

Purchase Order

PO#: 598147

COUNTY OF HIDALGO

DATE: 01/29/08

VENDOR: 14788 REQ:00126057

Email:

Phone:

GOODYEAR AUTO SERVICE CENTER
4201 N 23RD ST
MCALLEN TX 78504

Vendor Acct:

BUYER: Walk Through
SHIP TO: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

CONTACT:
SITE: CONSTABLE PCT 3

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PO NEEDED FOR VEHICLE R & M SERVICE FOR UNITS, 313, 304, AND 306		
1	EACH	FRONT END ALIGNMENT FOR UNIT 304 ✓ 2006 FORD F150 PICK UP	64.99	64.99
1	EACH	FRONT END ALIGNMENT FOR UNIT 306 ✓ 2002 FORD F150 SUPER CREW PICK UP	64.99	64.99
1		FRONT END ALIGNMENT FOR UNIT 313 ✓ 2005 FORD CROWN VICTORIA	54.99	54.99
			Total	184.97

****

For Hidalgo County use only

8-1100-421-00-293-001-0-434 184.97

Approved

Authorized by: Martha L. Salazar

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Constable Pct. 3
Contact Name: Raquel V. Cavazos
Telephone #: 956-205-7031

Purchase Order Number: 598147
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: 14788
Vendor Name: Goodyear Auto Service Center
Address: 4201 N. 23rd. St
McAllen, TX 78504

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 184.97
		Vehicle R+M service for unit 304. This was submitted back in June and have not received the one with a signature on it. Raquel		AUA - 14088.62 LIS - 184.97
		Amount of		$ 64.99
		TOTAL Amount		$ 249.96

Account Number: 8-1100-421-00-293-001-0-434

Reason: Vehicle was mistakenly taken twice for the same service. Vendor and I did not notice vehicle was taken a few months before.

Authorization: Lazaro Gallardo, Jr. — Department Head — Date: 06-16-08

Reviewed by: [signature] — Purchasing Department — Date: 8/13/08

Approved By: Martha L. Salazar — Purchasing Agent — RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT 8/14/08

Approved By: _____ — Hidalgo County Auditor — Date

By [signature]
Time 10:40

GOODYEAR AUTO SERVICE CENTER

INVOICE 129219

A DIVISION OF THE GOODYEAR TIRE & RUBBER COMPANY
4201 N 23RD
MC ALLEN, TX 78504
FEDERAL TAX I)# 340253240
(956)686-8317 HOURS 7:30-7MON-FRI,7:30-6SAT

GOODYEAR
DUNLOP TIRES
Getrag

PAGE: 01

BILL TO: HIDALGO COUNTY
ELDON DUNN
PO BOX 359
EDINBURG, TX 78540

PHONE 1..... (956)318-2626 EXT.
PHONE 2.....
RETURN PARTS.. NO
LICENSE/STATE. 230190 / TX
ST INSP EXP DT.NA
SALESMAN..... 023 / 023

VEH YEAR/MAKE. 06 FORD TRUCK
VEHICLE MODEL. F150 1/2 TON PICKUP
VEHICLE COLOR. BROWN
EMISS EXP DT...NA
DATE REQUESTED 06/18/08

ODOMETER IN/OUT46094 / 46094
VEHICLE IN.....06/18/08 10:06 AM
VEHICLE OUT....06/18/08 10:06 AM
TERR/NONSIG....4752/904752
TIME REQUESTED

ACCOUNT #	COB	TC	CUST#	TYPE/STATE	AUTHORIZATION
474111725	4	90	NOHIST	0 TX	1080371

SLS TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	UNIT PRICE	LBR/EXCISE		LINE TOTAL
023 056	078-146	R	1	WHEEL ALIGNMENT VAN/SUV/TRUCK	.00	79.95	14.96-	64.99

SUMMARY:

PARTS TOTAL.....	.00
LABOR TOTAL.....	79.95
TAXABLE AMOUNT	4.55
SHOP SUPPLIES *	4.55
DISCOUNT LABOR.....	14.96
SUB TOTAL.....	69.54
SALES TAX(8.250%)	.38

x Horaldo Sanchez #310
CUSTOMER AUTHORIZATION FOR TOTAL

CHARGED AMOUNT 69.92

INVOICE TOTAL $69.92

THANK YOU FOR YOUR BUSINESS! IF YOU ARE NOT 100% SATISFIED,
PLEASE CONTACT THE STORE MANAGER, RUBEN PENA, AT (956)686-8317

SALES ASSOC(S): 023 ROE, G.
TECHNICIAN(S): 056 RENE R.

TREAD DEPTH L/F..... 12/32 R/F.... 12/32
TREAD DEPTH L/R..... 12/32 R/R.... 12/32

BUYING PLAN... A # OF PAYMENTS. 1 PAY START DATE 07/10/08 DISCOUNT..... *NET*

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
*SHOP SUPPLY FEES COVER MISC MATERIALS USED IN SERVICING YOUR VEHICLE THAT DO NOT APPEAR ELSEWHERE ON THIS INVOICE AND FOR PROFIT
SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

ORIGINAL INVOICE .1

INVOICE RECEIVED BY:
Raquel Vlanezan ON 06-26-08
GOODS/SERVICES RECEIVED BY:
Horaldo Sanchez on 06-26-08
T-1100-421-00-293-001-0-434
FD# 605116
Raquel Vlanezan

1020921

GOODYEAR AUTO SERVICE CENTER

INVOICE 129459

A DIVISION OF THE GOODYEAR TIRE & RUBBER COMPANY
4201 N 23RD
MC ALLEN, TX 78504
FEDERAL TAX ID# 340253240
(956)686-8317 HOURS 7:30-7MON-FRI.7:30-6SAT

GOODYEAR
DUNLOP TIRES
Gemini

PAGE: 01 COPY: 01

BILL TO: HIDALGO COUNTY
ELDON DUNN
PO BOX 359
EDINBURG, TX 78540

PHONE 1..... (956)318-2626 EXT.
PHONE 2.....
RETURN PARTS.. NO
LICENSE/STATE. . / TX
ST INSP EXP DT.00/0000
SALESMAN..... 023 / 023

VEH YEAR/MAKE.
VEHICLE MODEL.
VEHICLE COLOR.
EMISS EXP DT...00/0000
DATE REQUESTED 07/01/08

ODOMETER IN/OUT46094 / 46094
VEHICLE IN.....07/01/08 02:35 PM
VEHICLE OUT....07/01/08 02:35 PM
TERR/NONSIG....4752/904752
TIME REQUESTED



ACCOUNT #	COB	TC	CUST#	TYPE/STATE	AUTHORIZATION
474111725	4	90	NCHIST	0 TX	1020921

SLS TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	UNIT PRICE	LBR/EXCISE		LINE TOTAL
023 001	078-146	R	1	WHEEL ALIGNMENT VAN/SUV/TRUCK	.00	79.95	14.96-	64.99

How Did We Do Today? We Want Your Feedback!
Tell us for a chance to WIN a $500 Gas Card
See Official Rules in stores and at www.goodyeartires.com/gascard for details.
No purchase necessary. One winner per month. Must call within 7 days. Void where prohibited.
Call: 1.866.399.4006
Enter Code: 0701814475294597

SUMMARY:

PARTS TOTAL.....	.00
LABOR TOTAL.....	79.95
TAXABLE AMOUNT	.00
DISCOUNT LABOR.....	14.96
SUB TOTAL.....	64.99
SALES TAX(8.250%)	.00

Eldon Dunn
CUSTOMER AUTHORIZATION FOR TOTAL

CHARGED AMOUNT 64.99

INVOICE TOTAL $64.99

THANK YOU FOR YOUR BUSINESS! IF YOU ARE NOT 100% SATISFIED,
PLEASE CONTACT THE STORE MANAGER, RUBEN PENA, AT (956)686-8317

See Inv#s 129219
129458

SALES ASSOC(S): 023 ROEL G.
TECHNICIAN(S): 001 HOUSE A.

TREAD DEPTH L/F..... 12/32 R/F.... 12/32
TREAD DEPTH L/R..... 12/32 R/R.... 12/32

BUYING PLAN... A # OF PAYMENTS. 1 PAY START DATE 08/10/08 DISCOUNT..... *NET*

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

Correct Bill for 129219

Requisition

Req # 00134370

PO # 605116

Date: 06/13/08

EC DON Rachel

581-6800

Bill To: x
x

Vendor: 14788
GOODYEAR AUTO SERVICE CENTER
4201 N 23RD ST
MCALLEN TX 78504

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: RCAVAZOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR VEHICLE R & M SERVICE FOR UNITS 305 AND 310.		
		DO NOT DUPLICATE ORDER		
1	EACH	FRONT END ALIGNMENT FOR 2002 FORD F150 PICKUP UNIT 305. VIN# 1FTRW07L22KE23966 LP # 102-4098.	64.99	64.99
1	EACH	FRONT END ALIGNMENT FOR 2006 FORD F150 PICKUP UNIT 310. VIN# 1FTPX12V56KD82029 LP# 230-190	64.99	64.99
		Account No	Encumbrance	
		8-1100-421-00-293-001-0-434	129.98	
			Freight	.00
			Total	129.98
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-14287 **13.A.**

Resolution - Border Texan of the Year

CC REGULAR

Date:	03/03/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of resolution honoring Mayor Franz as Border Texan of the Year

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	02/26/2009 02:31 PM	APRV
2	Roland Garcia	Rolando Garcia	02/27/2009 10:51 AM	APRV
3	Auditor's Office	Angela Garcia	02/27/2009 05:01 PM	APRV

Form Started By: Roxanne De La Garza Started On: 02/26/2009 02:17 PM

Final Approval Date: 02/27/2009

AI-14231 **14.A.**

Cell Phone Replacement

CC REGULAR

Date:	03/03/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Planning Department

Information

CAPTION

Planning Dept.:
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 Employee:	Equipment Type:	Equipment Cost:
Planning Dept.	Gilberto Pecina	IC 502	$69.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-419-10-210-001-0-664

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

BUDGETARY IMPACT:

Available balance is $460.00 as of 2/26/09. Replacement cost is to be reimbursed by employee as per attached memo.

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:45 AM	APRV
2	Dale Kennan	Dale Kennan	02/26/2009 09:26 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/25/2009 10:56 AM

Final Approval Date: 02/27/2009

REPLACING MISPLACED CELL PHONE

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 Replacing telephone(ic502)see attached Memo Phone Number(956)648-7053

(2) Requesting employee/position: Planning Inspector I

Employee ID #: 159131 Office: Planning **Budget Acct. #:** 9-1100-419-10-210-001-0-664

(3) Type of duties:

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

(4) Describe how cell phone will be used: We currently conduct approx. 4,000 field inspections per year & find it necessary to communicate with the applicant(s) & our office to locate sites or to clarify requests. Currently the Inspector utilizes his personal cellular phone when communicating with the applicant(s) on issues that arise in the field.

(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 No. 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]	Tomas T. Arredondo	1-30-09
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

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

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

Irma Celia Castillo 1-30-09

TO: RENAN RAMIREZ, CHIEF INFORMATION OFFICER
I T DEPARTMENT

ATTN: GRISELDA SALAZAR, ADMN. ASS'T

FROM: IRMA CELIA CASTILLO, EXECUTIVE ASS'T
HIDALGO COUNTY PLANNING DEPT.

FOR: RAUL E. SESIN, P.E., CFM, ADMINISTRATOR
HIDALGO COUNTY PLANNING DEPT.

DATE: JANUARY 30, 2009

RE: REPLACING EXISTING PHONE (956)648-7053

Mr. Ramirez:

On the weekend of January 23, 2009, Gilbert Pecina misplaced his cellular phone. Therefore, I am requesting an ic502 cellular phone with the above mentioned number to replace the lost phone. Mr. Pecina will incur the cost to replace the cellular phone.

Mr. Pecina needs his cellular phone in order to contact office and clients in regards to building permits and/or on-site inspections.

Thank You.

AI-14235 **14.B.**

Data Card Request
CC REGULAR

Date: 03/03/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: WIC

Information

CAPTION

WIC Department:
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:	Plan Cost:	Equipment Type:	Equipment Cost:
WIC	Norma Longoria	Data Plan	$55.00	Ovation U727	$99.99

BACKGROUND

Agenda item was placed for Commissioners Court Meeting 02/17/09 but no action was taken please refer back to AI-13951

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1292-441-00-350-001-9-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 2/26/09 - $8,083.00

Attachments

Link: Data Card Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:46 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/27/2009 09:29 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/25/2009 01:04 PM

Final Approval Date: 02/27/2009

(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 - W.I.C. Director

Employee ID # _____ Office W.I.C. 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-14304 **14.C.**

Cell Phone Replacement

CC REGULAR

Date:	03/03/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Emergency Services - Fire Marshal:
Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for replacement of malfuncioning equipment) for the folowing elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Equipment Type:	One Time Equipment Cost:
Fire Marshal	Juan Martinez	IC 502	$69.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-664

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $1,981.06.

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 01:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/27/2009 01:42 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Griselda Salazar — Started On: 02/27/2009 11:23 AM

Final Approval Date: 02/27/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☒ Phone and service (Porting/Existing number: 956-239-1180)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Juan Martinez

Employee ID #: 138126 Office: Fire Marshal's **Budget Acct. #:** 9-1100-422-10-300-001-0-664

(3) Type of duties:

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

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

(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
	Tony Pena Jr.	2/26/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

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

AI-14306 **14.D.**

Cell Phone Replacement

CC REGULAR

Date: 03/03/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Security Parking Lot:
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 Employee:	Equipment Type:	One Time Equipment Cost:
Security Parking Lot	Armando Lemus	IC 502	$69.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-115-069-0-664
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 02-27-09 $1,450.00

Attachments

Link: Cell Phone Replacement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 03:13 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/27/2009 04:16 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Griselda Salazar Started On: 02/27/2009 02:28 PM

Final Approval Date: 02/27/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☒ Phone and service (Porting/Existing number: 956 239-1039)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Armando Lemus

Employee ID #:_____ Office: Security pkg-Lot **Budget Acct. #:** 9-1100-419-40-115-049-0-1004

(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	IC502	$109.99

(6) Will phone be used outside of the County of Hidalgo NO. 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 ↑
	Rolando Gonzalez	2/27/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

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

AI-14212 **15.A.**

Elections Services Agreements

CC REGULAR

Date:	03/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

1. Discussion, consideration, and approval of Elections Services Agreement (conduct of Election) between the County of Hidalgo and City of Edcouch for their May 09, 2009 Municipal Election.

2. Discussion, consideration, and approval of Elections Services Agreement (conduct of Election) between the County of Hidalgo and Sharyland ISD for their May 09, 2009 Board of Trustee Election.

3. Discussion, consideration, and approval of Elections Services Agreement (conduct of Election) between the County of Hidalgo and McAllen ISD for their May 09, 2009 Board of Trustee Election.

4. Discussion, consideration, and approval of Elections Services Agreement (leasing of equipment) between the County of Hidalgo and City of Weslaco for their May 09, 2009 Municipal Election.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Election Department).

Please refer to attachments.

Attachments

Link: Edcouch

Link: McAllen ISD

Link: Sharyland ISD

Link: Weslaco

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/26/2009 11:08 AM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 11:37 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/26/2009 04:43 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rolando Garcia Started On: 02/24/2009 02:06 PM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF EDCOUCH, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the CITY OF EDCOUCH, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on MAY 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF EDCOUCH and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF EDCOUCH for its election to be held on May 09, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF EDCOUCH the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF EDCOUCH;

(B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF EDCOUCH;**

(C) **Provide information for election officers;**

(D) **Provide general overall supervision of the election and advisory services; and**

(E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF EDCOUCH, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF EDCOUCH election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF EDCOUCH agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by the CITY OF EDCOUCH within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF EDCOUCH and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

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

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 17th **day of** July **, 2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF EDCOUCH
NAME OF LEASING ENTITY

BY: _____

PRINT: Jose R. Guzman

TITLE: Mayor City of Edcouch TX

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF EDCOUCH

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Edcouch, Texas, acting by and through its Mayor, Jose Guzman (hereinafter referred to as "the City") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramón.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 09, 2009, general election of the City (the "Election"); and

WHEREAS, the County agrees to perform election services for the City; and

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

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

    a. Procure, provide and distribute all necessary election supplies, including:
        1) Ballots (preparation and distribution only);
        2) Election kits; and
        3) Ballot boxes and voting booths provided free of charge by the County.

    b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE, ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport

machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the Election City and arrange for a facility for holding the City.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.

f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the City.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

k. Notify the election presiding and alternate judges of their appointment by the City for each election precinct.

2. The City shall be responsible for performing the following duties and shall furnish the following services:

a. Payment of all necessary election supplies as required by the County, including but not limited to, ballots and election kits.

b. Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the City shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the City.

c. Reimburse the County for liability insurance coverage for election workers employed for the Elections the City shall reimburse the County upon invoicing for the liability insurance coverage rate.

d. Tabulating of the Election results for canvassing by the City's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the City for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the City no later than ten (10) days after the Elections.

7. The City shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

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

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the ____ day of _____, 2009.

CITY OF EDCOUCH, TEXAS

By: _____
Mayor Jose Guzman

ATTEST:

_____
City ~~Secretary~~ Mgr.

HIDALGO COUNTY, TEXAS

By: _____
J.D Salinas, III Hidalgo
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS ØFFICER

By: _____
Yvonne Ramón, Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P,

BY: _____
Stephen L. Crain

HIDALGO COUNTY ELECTIONS DEPARTMENT **INVOICE**

101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Phone: 956/318-2570
Fax: 956/318-2569

ESTIMATE

SERVICE FOR:
City of Edcouch

JOB DESCRIPTION:
Election Services for **May 9, 2009** Election
(Please make checks payable to Hidalgo County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
	iVotronic (voting machine) 2 Early Vote @ $100.00 ea	$200.00	
	iVotronic (ADA voting machine) 1 Early Vote @ $100.00 ea	$100.00	
	iVotronic (voting machine) 2 Election Day @ $100.00 ea	$200.00	
	iVotronic (ADA voting machine) 1 Election Day @ $100.00 ea	$100.00	
	Programming of voting equipment	$50.00	
	Ballot Board (other entities)	$150.00	
	Election Judges Kit for Early Vote 1 @ $35.00	$35.00	
	Election Judges Kit for Election Day 1 @ $35.00	$35.00	
	Election Department Staff Overtime	N/A	
	Paper Ballots for mail-in ballots (1 case(1,000) @ $80.00)	$80.00	
	Combination Forms E.V. 120 forms x .45 each= $54.00 Combination Forms E.D. 120 forms x .45 each= $54.00	$108.00	
	The Monitor Newspaper	$1000.00	
	Payroll Election Workers (4) – Early Vote	$3,465.00	
	Payroll Election Workers (4) – Election Day	$462.00	
	Sprint Wireless Cell Phone E.V.(1 cell x $42.00) Sprint Wireless Cell Phone E.D.(1 cell x $42.00)	$84.00	
	Training – Election Workers E.V. $147.00 Training – Election Workers E.D. $98.00	$245.00	
	Envelopes for Mail-In Ballots 150 x.50 x 4 envelopes	$300.00	
	Postage for Mail-In Ballots 150 x .58	$87.00	
	Liability insurance for 1 worker x $9 x 105hrs x 0.42% - Early Vote – Supervisors	$3.97	
	Liability insurance for 3 workers x $8 x 315hrs x 0.42% - Early Vote – Clerks	$31.75	
	Liability insurance for 1 workers x $9 x 14hrs x 0.42% - Election Day – Presiding Judges	$.53	
	Liability insurance for 3 workers x $8 x 84hrs x 0.42% - Election Day – Clerks	$8.47	
	TOTAL COST OF ELECTION	$6,695.72	
	Administrative Fee (10% x $6,695.72)	$669.57	
	TOTAL DUE ELECTIONS DEPARTMENT	**$7,365.29**	

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the McAllen ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, McAllen ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, McAllen ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to McAllen ISD for its election to be held on May 9, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to McAllen ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations for McAllen ISD;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by McAllen ISD;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by McAllen ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of McAllen ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, McAllen ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by McAllen ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the McAllen ISD and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

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

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 9th **day of** February **, 2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

MCALLEN ISD
NAME OF LEASING ENTITY

BY: _____
PRINT: Mark A'Kent
TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____
PRINT: Daniel D. Vela
TITLE: Asst. Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND MCALLEN INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT (the "Agreement") is entered into by and between the McAllen ISD, Texas, acting by and through it's School Board President, Mr. Mark Kent (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramon.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 09, 2009, general election of the School Board (the "Election"); and

WHEREAS, the County agrees to perform election services for the School; and

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

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

   a. Procure, provide and distribute all necessary election supplies, including:
      1) Ballots (preparation and distribution only);
      2) Election kits; and
      3) Ballot boxes and voting booths provided free of charge by the County.

   b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE, ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

   c. Serve as the Early Voting Clerk.

   d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.

f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

a. Payment of all necessary election supplies as required by the County, including but not limited to, ballots and elections kits, and $50.00 of programming fee.

b. Pay for the cost of judges and election workers directly from payment vouchers submitted by the County Election Administrator and the School shall pay the election workers at $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour per clerks unless the Deputy Early voting Clerks are employees of the school.

c. Reimburse the County for liability insurance coverage for election workers employed for the Election. The school shall reimburse the County upon invoicing for the liability insurance coverage rate.

d. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County election Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

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

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the 9th day of February, 2009.

MCALLEN ISD, TEXAS

By: _____
MCALLEN .I.S.D. Board President

ATTEST:

_____
Board Secretary (Assistant Secretary)

HIDALGO COUNTY, TEXAS

By: _____
J.D Salinas, III Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Yvonne Ramón Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P,

BY: _____
STEPHEN L. CRAIN

HIDALGO COUNTY ELECTIONS DEPARTMENT **INVOICE**

ESTIMATE

101 S. 10TH St.
P.O. Box 659
Edinburg, Texas 78540
Phone: 956/318-2570
Fax: 956/318-2569

SERVICE FOR:
McAllen I.S.D
2000 N. 23rd
McAllen, Texas 78501

JOB DESCRIPTION:
Election Services for **May 9, 2009** Election
(Please make checks payable to Hidalgo County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
	iVotronic (voting machine) 6 Early Vote @ $100.00 ea	$600.00	
	iVotronic (ADA voting machine) 3 Early Vote @ $100.00 ea	$300.00	
	iVotronic (voting machine) 18 Election Day @ $100.00 ea	$1,800.00	
	iVotronic (ADA voting machine) 6 Election Day @ $100.00 ea	$600.00	
	Programming of voting equipment	$50.00	
	Ballot Board (other entities)	$200.00	
	Election Judges Kit for Early Vote 3 @ $35.00	$105.00	
	Election Judges Kit for Election Day 6 @ $35.00	$210.00	
	Election Department Staff Overtime	N/A	
	Paper Ballots for mail-in ballots (1 case(1,000) @ $80.00)	$80.00	
	Combination Forms E.V. 150 forms x .45 each = $67.50 Combination Forms E.D. 150 forms x .45 each = $67.50	$135.00	
	The Monitor Newspaper	$1,000.00	
	Payroll Election Workers (18) – Early Vote	$13,048.00	
	Payroll Election Workers (36) – Election Day	$4,116.00	
	Sprint Cell Phone E.V.(3 cells x $42.00) = $126.00 Sprint Cell Phone E.D.(6 cells x $42.00) = $252.00	$378.00	
	Training – Election Workers E.V. 18 = $378.00 Training – Election Workers E.D. 36 = $504.00	$882.00	
	Envelopes for Mail-In Ballots 150 x.50 x 4 Envelopes	$300.00	
	Postage for Mail-In Ballots 150 x .58	$87.00	
	Liability insurance for 3 workers x $9 x 264hrs x 0.42% - Early Vote – Supervisors	$29.94	
	Liability insurance for 15 workers x $8 x 1,320hrs x 0.42% - Early Vote – Clerks	$665.28	
	Liability insurance for 6 workers x $9 x 84hrs x 0.42% - Election Day – Presiding Judges	$2.12	
	Liability insurance for 30 workers x $8 x 420hrs x 0.42% - Election Day – Clerks	$423.36	
	TOTAL COST OF ELECTION	$25,011.70	
	Administrative Fee (10% x $25,011.70)	$2,501.17	
	TOTAL DUE ELECTIONS DEPARTMENT	**$27,512.87**	

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramon, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the SHARYLAND ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, SHARYLAND ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 9, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, SHARYLAND ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to SHARYLAND ISD for its election to be held on May 9, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to SHARYLAND ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for SHARYLAND ISD;

(B) Distribute the lists of registered voters to be used in conducting the election, as

provided by Hidalgo County Voter Registration pursuant to the request by SHARYLAND ISD;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by SHARYLAND ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of SHARYLAND ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, SHARYLAND ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing

fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by SHARYLAND ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the SHARYLAND ISD and returned to it.

6.04 Should SHARYLAND ISD cancel the election, SHARYLAND ISD shall only be responsible for payment of actual costs incurred by the ADMINISTRATOR to the date of cancellation.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 20th day of January, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

SHARYLAND ISD
NAME OF LEASING ENTITY

BY: _____

PRINT: Fernando Ramirez

TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Suzanne Pena

TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES BETWEEN THE COUNTY OF HIDALGO AND THE SHARYLAND I.S.D.

THIS AGREEMENT (the "Agreement") is entered into by and between the Sharyland ISD, Texas, acting by and through it's School Board President, Fernando Ramirez (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramon.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County;

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 9, 2009 general election of the School Board (the "Election");

WHEREAS, the County agrees to perform election services for the School; and

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

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Procure, provide and distribute all necessary election supplies, including:

(1) Ballots (preparation and distribution only);
(2) Election kits; and
(3) Ballot boxes and voting booths provided free of charge by the County.

(b) Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately.

Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

(c) Serve as the Early Voting Clerk.

(d) Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school. Furthermore, election judges that are secured by the County shall not be related to any School Board Trustee Candidate within the third degree by consanguinity or within the second degree by affinity. Election judges shall not be eligible if that person has been designated as the treasurer for any School Board Trustee Candidate.

(e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School. Deputy early voting clerks that are secured by the County shall not be related to any School Board Trustee Candidate within the third degree by consanguinity or within the second degree by affinity. Deputy early voting clerks shall not be eligible if that person has been designated as the treasurer for any School Board Trustee Candidate.

(f) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

(g) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

(h) Preparation, distribution, and publication of all notices and newspaper advertisements.

(i) Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

(j) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

(k) Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

(a) Payment of all necessary election supplies as required by the County, including

but not limited to, ballots and election kits.

(b) Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the School shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk (s) and $8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the School.

(c) Reimburse the County for liability insurance coverage for election workers employed for the Elections the school shall reimburse the County upon invoicing for the liability insurance coverage rate.

(d) Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Election Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A." Should the School cancel the election, the District shall only be responsible for a fee of ten percent (10%) of the costs incurred as of the date of the cancellation.

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word

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

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED this the ____ day of _____, 2009.

SHARYLAND I.S.D, TEXAS

By:_____
Fernando Ramirez, Sharyland ISD Board President

ATTEST:

_____
Suzanne Pena, Sharyland ISD Board Secretary

HIDALGO COUNTY, TEXAS

By:_____
J.D. Salinas, III Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By:_____
Yvonne Ramon, Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P.,

BY: _____

STEPHEN L. CRAIN

HIDALGO COUNTY ELECTIONS DEPARTMENT **INVOICE**

101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Phone: 956/318-2570
Fax: 956/318-2569

ESTIMATE

SERVICE FOR:
Sharyland ISD

JOB DESCRIPTION:
Election Services for **May 9, 2009** Election
(Please make checks payable to Hidalgo County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
	iVotronic (voting machine) 1 Early Vote @ $100.00 ea	$100.00	
	iVotronic (ADA voting machine) 1 Early Vote @ $100.00 ea	$100.00	
	iVotronic (voting machine) 2 Election Day @ $100.00 ea	$200.00	
	iVotronic (ADA voting machine) 2 Election Day @ $100.00 ea	$200.00	
	Programming of voting equipment	$50.00	
	Ballot Board (other entities)	$150.00	
	Election Judges Kit for Early Vote 1 @ $35.00	$35.00	
	Election Judges Kit for Election Day 2 @ $35.00	$70.00	
	Election Department Staff Overtime	N/A	
	Paper Ballots for mail-in ballots (case(1,000) @ $80.00)	$80.00	
	Combination Forms E.V. 200 forms x .45 each= $90.00 Combination Forms E.D. 200 forms x .45 each= $90.00	$180.00	
	The Monitor Newspaper	$1000.00	
	Payroll Election Workers (4) – Early Vote	$3,465.00	
	Payroll Election Workers (8) – Election Day	$924.00	
	Sprint Wireless Cell Phone E.V.(1 cell x $42.00)= $42.00 Sprint Wireless Cell Phone E.D.(2 cells x $42.00)= $84.00	$126.00	
	Training – Election Workers E.V. $84.00 Training – Election Workers E.D. $112.00	$196.00	
	Envelopes for Mail-In Ballots 150 x.50 x 4 envelopes	$300.00	
	Postage for Mail-In Ballots 150 x .58	$87.00	
	Liability insurance for 1 worker x $9 x 105hrs x 0.42% - Early Vote – Supervisors	$3.97	
	Liability insurance for 3 workers x $8 x 315hrs x 0.42% - Early Vote – Clerks	$31.75	
	Liability insurance for 2 workers x $9 x 28hrs x 0.42% - Election Day – Presiding Judges	$2.12	
	Liability insurance for 6 workers x $8 x 84hrs x 0.42% - Election Day – Clerks	$16.93	
	TOTAL COST OF ELECTION	$7,317.77	
	Administrative Fee (10% x $7,317.77)	$731.78	
	TOTAL DUE ELECTIONS DEPARTMENT	**$8,049.55**	

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF WESLACO, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF WESLACO , by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF WESLACO and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF WESLACO for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF WESLACO the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF WESLACO;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF WESLACO;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF WESLACO, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF WESLACO election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF WESLACO agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF WESLACO within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF WESLACO and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 18th **day of** February, **2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF WESLACO
NAME OF LEASING ENTITY

BY: Buddy de la Rosa R. Ph.

PRINT: Buddy de la Rosa, R. Ph.

TITLE: Mayor

ATTEST

BY: Amanda C. Elizondo

PRINT: Amanda C. Elizondo

TITLE: City Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

APPROVED AS TO FORM:

Ramon Vela
_____
Ramon Vela, CITY ATTORNEY

AI-14259 **16.A.**

Reimbursement of photo development

CC REGULAR

Date:	03/03/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

Approval to reimburse Ms. Linda Cavazos, DA's office employee, for photo developing expenditures for a criminal case that were paid with personal funds in the amount of $24.06 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Ms. Cavazos went and developed some photos (on a criminal case) that were provided by a law enforcment agency on a CD because she wasn't aware that Roy Cazares has the equipment in his office to print the photos. Ms. Cavazos was recently moved from the Misdmeanor Section to the Felony Section and wasn't aware of the procedure.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-080-002-0-560

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $100.00.

Attachments

Link: DALindaReceipts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:55 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/27/2009 04:33 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Roy Cazares			Started On: 02/25/2009 04:30 PM	
Final Approval Date: 02/27/2009				

CR-2759-08-1+

82 printed pictures

St. of Texas v. Jose Manuel Olazaran

Please reimburse to

Linda Cavazos

H-E-B
1212 S. CLOSNER
EDINBURG, TEXAS 78539
Merchant #:301649730

DEBIT Merchandise Purchase
Account No.:**********5241
Audit#:40180
Approval#:960597

DEBIT FROM
DEBIT Account 16.93

HEB Food-Drugs #/172
1212 S. Closner
Edinburg, TX 78539
Phone: (956) 381-9136
Pharmacy: (956) 380-6219
Fax: (956) 380-2850
Store Hours: 6 a.m. to Midnight

Your Cashier:ISMAEL G.

125371 01-04-09 11:46A 112/27/0172

H-E-B

1 4X6 FROM MEDIA T 15.64
********** Sale Subtotal*** 15.64
Sales Tax 1.29
********** Total Sale*** 16.93
16.93
*** DEBIT 16.93
==========
ITEMS PURCHASED: 1
==========

HEB Food-Drugs #/172
1212 S. Closner
Edinburg, TX 78539
Phone: (956) 381-9136
Pharmacy: (956) 380-6219
Fax: (956) 380-2850
Store Hours: 6 a.m. to Midnight

Your Cashier:ISMAEL G.

125371 01-04-09 11:46A 112/27/0172

CR-2759-08-H

St. of Texas vs.

Jose Manuel Olazaran

31 printed images

Please reimburse to Linda Cavazos

H-E-B
1212 S. CLOSNER
EDINBURG, TEXAS 78539
Merchant #:301649730

DEBIT Merchandise Purchase
Account No.:**********5241
Audit#:41298
Approval#:260328

DEBIT FROM
DEBIT Account 13.22

HEB Food-Drugs #/172
1212 S. Closner
Edinburg, TX 78539
Phone: (956) 381-9136
Pharmacy: (956) 380-6219
Fax: (956) 380-2850
Store Hours: 6 a.m. to Midnight

Your Cashier:CRIS A.

128053 01-04-09 5:05P 220/27/0172

H-E-B

1 RUFFLES SOUR CREAM & ONIO
1 Ea. @ 2/ 6.00 F 3.00
2 GIL COOL WAVE SEN SHVE CR T 2.15
3 BC RSTD GRLC & CHDR MSHD F 1.26
4 BLACK AND WHITE COPY SERV T 0.10
***** VOID LINE # 4 ******** 0.10-
5 4X6 FROM MEDIA T 7.13
6 PHOTO BUY BACK .10
10 Ea. @ 1/ 0.10-T 1.00-
********** Sale Subtotal*** 12.54
Sales Tax 0.68
********** Total Sale*** 13.22
13.22
*** DEBIT 13.22
==========
ITEMS PURCHASED: 4
==========

HEB Food-Drugs #/172
1212 S. Closner
Edinburg, TX 78539
Phone: (956) 381-9136
Pharmacy: (956) 380-6219

AI-14255 **17.A.**

Additional Right of Way- San Carlos Drainage Improvement Project
CC REGULAR

Date:	03/03/2009
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 the San Carlos Drainage Improvement Project - Precinct No. 4. (Previously approved by Commissioners Court 11/25/08)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1339-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Funding is pending transfer (AI-14284) in the amount of $50,000.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:54 AM	APRV
2	Dale Kennan	Dale Kennan	02/26/2009 11:42 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/25/2009 04:24 PM

Final Approval Date: 02/27/2009

AI-14261 **17.B.**

Order Closing, Abandoning and Vacating Dahlia Street

CC REGULAR

Date:	03/03/2009
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 consideration, action and/or approval of Order Closing, Abandoning and Vacating a tract or parcel of land being Dahlia Street as platted in Pleasant Valley Ranch Subdivision more or less from the north right of way with U.S. Expressway 83 to the intersection of the south right of way of Carnation Street, all out of Pleasant Valley Ranch Subdivision, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:56 AM	APRV
2	Dale Kennan	Dale Kennan	02/27/2009 08:36 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/25/2009 04:46 PM

Final Approval Date: 02/27/2009

STATE OF TEXAS §

COUNTY OF HIDALGO §

ORDER CLOSING, ABANDONING AND VACATING A TRACT OR PARCEL OF LAND BEING DAHLIA STREET AS PLATTED IN PLEASANT VALLEY RANCH SUBDIVISION MORE OR LESS FROM THE NORTH RIGHT OF WAY WITH U.S. EXPRESSWAY 83 TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF CARNATION STREET, ALL OUT OF PLEASANT VALLEY RANCH SUBDIVISION HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 3rd day of March 2009, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a tract or parcel of land being Dahlia Street as platted in Pleasant Valley Ranch Subdivision more or less from the north right of way with U.S. Expressway 83 to the intersection of the south right of way of Carnation Street, all out of Pleasant Valley Ranch Subdivision, Hidalgo County, Texas, (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, The Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____and duly adopted by all members of the Court present voting "aye".

_____

Juan D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

A tract or a parcel of land being Dahlia Street as plated in the Pleasant Valley Ranch Subdivision, more or less, from the North right-of-way with U.S. Expressway 83 to the intersection of the South right-of-way of Carnation Street, all out of Pleasant Valley Ranch Subdivision, Hidalgo County, Texas, said being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the East right-of-way of Dahlia Street and the North right-of-way of U.S. Expressway 83 for the Southeast corner of this tract;

THENCE, North a distance of 463.39 ft. along the West line of tract 5 Pleasant Valley Ranch Subdivision, to the intersection of the South right of way line for Carnation Street, Pleasant Valley Ranch Subdivision, for the Northeast corner of this tract;

THENCE, West a distance of 40 ft. along the South right of way line for Carnation Street, in Pleasant Valley Ranch Subdivision, to the intersection of the East line of tract 6, Pleasant Valley Ranch Subdivision, for the Northwest corner of this tract;

THENCE, South a distance of 463.65 ft. along the East line of tract 6, Pleasant Valley Ranch Subdivision, to the intersection on the North right of way line for U.S. Expressway 83 for the Southwest corner of this tract;

THENCE, East along the North right of way line for U.S. Expressway 83 to the POINT OF BEGINNING

AI-14250 **18.A.**

Funding Agreement Amendment # 5 for Border Colonia Access Program

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and possible action for approval to extend Funding Agreement for Round I of the Border Colonia Access Program Amendment #5. The amendment extends the contract by 6 months until September 08, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1310-431-00-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

See attached expenditure report

Attachments

Link: Fund Balance Round I BCAP

Link: Funding Agreement Amendment #5 Round I

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:53 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/27/2009 02:50 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/25/2009 03:57 PM

Final Approval Date: 02/27/2009

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
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	319.12	.00	.00	.00	319.12	.00
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	1,465.93	.00	.00	.00	1,465.93	.00
9-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	1,587.94	.00	.00	.00	1,587.94	.00
9-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	3,837.67	.00	.00	.00	3,837.67	.00
9-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	2,961.63	.00	.00	.00	2,961.63	.00
9-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	1,246.37	.00	.00	.00	1,246.37	.00
9-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	6,189.75	.00	.00	.00	6,189.75	.00
9-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	349.42	.00	.00	.00	349.42	.00
9-1310-431-00-121-394-0-312	PCT.1-RAMOSVILLE-INDIRECT COST	1,002.12	.00	.00	.00	1,002.12	.00
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	266.50	.00	.00	.00	266.50	.00
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	751.59	.00	.00	.00	751.59	.00
9-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	23,032.79	.00	.00	.00	23,032.79	.00
9-1310-431-00-121-397-0-312	PCT.1-SAENZ-INDIRECT COST	7.65	.00	.00	.00	7.65	.00
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	403.10	.00	.00	.00	403.10	.00
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	1,068.69	.00	.00	.00	1,068.69	.00
9-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	30,958.35	.00	.00	.00	30,958.35	.00
9-1310-431-00-121-400-0-312	PCT.1-SUNRISE-INDIRECT COST	2,244.41	.00	.00	.00	2,244.41	.00
9-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	1,149.37	.00	.00	.00	1,149.37	.00
9-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	6,136.65	.00	.00	.00	6,136.65	.00
9-1310-431-00-121-401-0-312	PCT.1-SUNRISE HILL/J.OLIVAREZ-INDIRECT C	2,201.80	.00	.00	.00	2,201.80	.00
9-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	571.06	.00	.00	.00	571.06	.00
9-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	1,591.14	.00	.00	.00	1,591.14	.00
9-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	50,674.28	.00	.00	.00	50,674.28	.00
9-1310-431-00-121-402-0-312	PCT.1-SUNRISE HILL/R.GUERRA-INDIRECT COS	1,868.50	.00	.00	.00	1,868.50	.00
9-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	506.88	.00	.00	.00	506.88	.00
9-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	43,066.97	.00	.00	.00	43,066.97	.00
9-1310-431-00-121-403-0-312	PCT.1-SUNRISE HILL/R.GONZALEZ-INDIRECT C	1,868.50	.00	.00	.00	1,868.50	.00
9-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	506.88	.00	.00	.00	506.88	.00
9-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	43,066.97	.00	.00	.00	43,066.97	.00
9-1310-431-00-121-404-0-312	PCT.1-TROPICAL FARMS/SAMOA-INDIRECT COST	3,064.34	.00	.00	.00	3,064.34	.00
9-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	2,237.28	.00	.00	.00	2,237.28	.00
9-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	1,750.54	1,576.73	.00	.00	173.81	90.07
9-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	44,225.96	23,338.92	2,673.96	2,673.96	18,213.08	

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
							58.82
9-1310-431-00-121-405-0-312	PCT.1-TROPICAL FARMS/TAHITI-INDIRECT COS	3,064.37	.00	.00	.00	3,064.37	.00
9-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	1,379.08	1,379.08	.00	.00	.00	100.00
9-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	34,932.73	26,922.53	4,097.75	4,097.75	3,912.45	88.80
9-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	2,287.97	.00	.00	.00	2,287.97	.00
9-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	1,573.19	.00	.00	.00	1,573.19	.00
9-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	5,715.60	.00	.00	.00	5,715.60	.00
9-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	930.78	.00	.00	.00	930.78	.00
9-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	909.25	.00	.00	.00	909.25	.00
9-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	1,497.61	.00	.00	.00	1,497.61	.00
9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	289.43	.00	.00	.00	289.43	.00
9-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	3,385.35	.00	.00	.00	3,385.35	.00
9-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	14,026.77	.00	.00	.00	14,026.77	.00
9-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	3,511.08	.00	.00	.00	3,511.08	.00
9-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	2,323.09	.00	.00	.00	2,323.09	.00
9-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	4,685.32	.00	.00	.00	4,685.32	.00
9-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	2,437.57	.00	.00	.00	2,437.57	.00
9-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
9-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	7.00	.00	.00	.00	7.00	.00
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	.00	.00	1,332.17	.00
9-1310-431-00-122-073-0-312	PCT.2-LOPEZVILLE/KENNEDY-INDIRECT COST	297.94	.00	.00	.00	297.94	.00
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56	.00
9-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	2,781.78	.00	.00	.00	2,781.78	.00
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	.00	.00	1,817.43	.00
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,782.71	.00	.00	.00	3,782.71	.00
9-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	1,254.55	.00	.00	.00	1,254.55	.00
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	.00	.00	2,257.79	.00
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	.00	.00	2,002.44	.00
9-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	8,566.04	.00	.00	.00	8,566.04	.00
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21	.00
9-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	10,902.41	.00	.00	.00	10,902.41	.00
9-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97	.00
9-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	5,718.36	.00	.00	.00	5,718.36	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86	.00
9-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	6,125.36	.00	.00	.00	6,125.36	.00
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	.00	.00	2,410.09	.00
9-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	591.08	.00	.00	.00	591.08	.00
9-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15	.00
9-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	12,901.82	.00	.00	.00	12,901.82	.00
9-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90	.00
9-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	13,778.33	.00	.00	.00	13,778.33	.00
9-1310-431-00-122-520-0-312	PCT.2-PLUMOSA VILLAGE-INDIRECT COST	2,300.12	.00	.00	.00	2,300.12	.00
9-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
9-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10	.00
9-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	75,900.00	.00	.00	.00	75,900.00	.00
9-1310-431-00-122-520-0-899	PCT.2-PLUMOSA VILLAGE-UNDIST	8,185.10	.00	.00	.00	8,185.10	.00
9-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
9-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	.00	.00	5,146.08	.00
9-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
9-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47	.00
9-1310-431-00-122-544-0-312	PCT.2-TIERRA BONITA/MARIE CIR S-INDIRECT	1,198.55	.00	.00	.00	1,198.55	.00
9-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	.00	.00	3,488.87	.00
9-1310-431-00-122-544-0-731	PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	35,701.39	.00	.00	.00	35,701.39	.00
9-1310-431-00-122-547-0-312	PCT.2-WHITEWING/DOVE-INDIRECT COST	772.12	.00	.00	.00	772.12	.00
9-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	.00	.00	2,751.80	.00
9-1310-431-00-122-547-0-731	PCT.2-WHITEWING/DOVE-ROADS	4,103.30	.00	.00	.00	4,103.30	.00
9-1310-431-00-122-548-0-312	PCT.2-WHITEWING/PELICAN-INDIRECT COST	772.12	.00	.00	.00	772.12	.00
9-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	.00	.00	3,477.51	.00
9-1310-431-00-122-548-0-731	PCT.2-WHITEWING/PELICAN-ROADS	94.90	.00	.00	.00	94.90	.00
9-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	1,255.22	1,255.22	.00	.00	.00	100.00
9-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	1,618.39	1,618.39	.00	.00	.00	100.00
9-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	4,186.73	4,186.73	.00	.00	.00	100.00
9-1310-431-00-123-065-0-312	PCT.3-N COUNTRY EST/DIOSA-INDIRECT COST	697.64	.00	.00	.00	697.64	.00
9-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	352.37	352.37	.00	.00	.00	100.00
9-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	2,788.75	2,788.75	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-123-065-0-731	PCT.3-N COUNTRY EST/DIOSA-ROADS	41,145.50	41,145.50	.00	.00	.00	100.00
9-1310-431-00-123-066-0-312	PCT.3-N COUNTRY EST 2/EARTH-INDIRECT COS	632.96	.00	.00	.00	632.96	.00
9-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	352.37	352.37	.00	.00	.00	100.00
9-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	2,788.75	2,788.75	.00	.00	.00	100.00
9-1310-431-00-123-066-0-731	PCT.3-N COUNTRY EST 2/EARTH-ROADS	41,145.50	41,145.50	.00	.00	.00	100.00
9-1310-431-00-123-462-0-312	PCT.3-BASHAM 16/EXT CO RD-INDIRECT COST	553.18	.00	.00	.00	553.18	.00
9-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	617.02	617.02	.00	.00	.00	100.00
9-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	3,002.63	3,002.63	.00	.00	.00	100.00
9-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	82,878.89	82,106.00	772.89	772.89	.00	100.00
9-1310-431-00-123-465-0-312	PCT.3-CARLOS LEAL 2-INDIRECT COST	3,450.32	.00	.00	.00	3,450.32	.00
9-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	1,998.33	.00	.00	.00	1,998.33	.00
9-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	4,087.31	.00	.00	.00	4,087.31	.00
9-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	136,828.19	.00	.00	.00	136,828.19	.00
9-1310-431-00-123-478-0-731	PCT.3-PALM LAKE 2/JUAREZ-ROADS	63,390.90	.00	.00	.00	63,390.90	.00
9-1310-431-00-123-479-0-731	PCT.3-PALM LAKE 2/KANTONIL-ROADS	74,680.47	.00	.00	.00	74,680.47	.00
9-1310-431-00-123-489-0-312	PCT.3-VALES-INDIRECT COST	1,188.90	.00	.00	.00	1,188.90	.00
9-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	1,009.44	.00	.00	.00	1,009.44	.00
9-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00	100.00
9-1310-431-00-124-082-0-312	PCT.4-ADAM LEE-INDIRECT COST	361.27	.00	.00	.00	361.27	.00
9-1310-431-00-124-083-0-312	PCT.4-AUSTIN GARDENS/FONTANA-INDIRECT CO	141.84	.00	.00	.00	141.84	.00
9-1310-431-00-124-084-0-312	PCT.4-AUSTIN GARDENS/HIGHLAND-INDIRECT C	151.14	.00	.00	.00	151.14	.00
9-1310-431-00-124-085-0-312	PCT.4-AUSTIN GARDENS/SHARON-INDIRECT COS	195.40	.00	.00	.00	195.40	.00
9-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
9-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
9-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00	100.00
9-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
9-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
9-1310-431-00-124-091-0-312	PCT.4-COTTONWOOD-INDIRECT COST	584.48	.00	.00	.00	584.48	.00
9-1310-431-00-124-092-0-312	PCT.4-EL SECO/NADIA-INDIRECT COST	153.35	.00	.00	.00	153.35	.00
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00	100.00
9-1310-431-00-124-092-0-731	PCT.4-EL SECO/NADIA-ROADS	186.69	.00	.00	.00	186.69	.00
9-1310-431-00-124-093-0-312	PCT.4-EL SECO/OKEECHOBEE-INDIRECT COST	371.21	.00	.00	.00	371.21	.00
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00	100.00
9-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
9-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
9-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00	100.00
9-1310-431-00-124-101-0-312	PCT.4-IMPERIAL-INDIRECT COST	113.18	.00	.00	.00	113.18	.00
9-1310-431-00-124-101-0-731	PCT.4-IMPERIAL-ROADS	1,375.04	.00	.00	.00	1,375.04	.00
9-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00	100.00
9-1310-431-00-124-103-0-312	PCT.4-MEADOW LANDS/TERRY-INDIRECT COST	479.58	.00	.00	.00	479.58	.00
9-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00	100.00
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28	99.79
9-1310-431-00-124-103-0-899	PCT.4-MEADOW LANDS/TERRY-UNDIST	310.95	.00	.00	.00	310.95	.00
9-1310-431-00-124-104-0-312	PCT.4-MEADOW LANDS/MEADOW-INDIRECT COST	459.79	.00	.00	.00	459.79	.00
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00	100.00
9-1310-431-00-124-104-0-731	PCT.4-MEADOW LANDS/MEADOW-ROADS	1,597.50	.00	.00	.00	1,597.50	.00
9-1310-431-00-124-105-0-312	PCT.4-MEADOW LANDS/PRARIE-INDIRECT COST	451.53	.00	.00	.00	451.53	.00
9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00	100.00
9-1310-431-00-124-105-0-731	PCT.4-MEADOW LANDS/PRARIE-ROADS	2,767.50	.00	.00	.00	2,767.50	.00
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00	100.00
9-1310-431-00-124-106-0-731	PCT.4-MURILLO/NORTH-ROADS	2,204.00	.00	.00	.00	2,204.00	.00
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00	100.00
9-1310-431-00-124-107-0-731	PCT.4-MURILLO/SOUTH-ROADS	688.93	.00	.00	.00	688.93	.00
9-1310-431-00-124-107-0-899	PCT.4-MURILLO/SOUTH-UNDIST	8.18	.00	.00	.00	8.18	.00
9-1310-431-00-124-111-0-312	PCT.4-SANDY/FIRST-INDIRECT COST	30.35	.00	.00	.00	30.35	.00
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18	.00
9-1310-431-00-124-112-0-312	PCT.4-SANDY/SECOND-INDIRECT COST	950.47	.00	.00	.00	950.47	.00
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72	.00
9-1310-431-00-124-113-0-312	PCT.4-SEMINARY EST-INDIRECT COST	428.54	.00	.00	.00	428.54	.00
9-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00	100.00
9-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
9-1310-431-00-124-113-0-731	PCT.4-SEMINARY EST-ROADS	1,948.60	.00	.00	.00	1,948.60	.00
9-1310-431-00-124-114-0-312	PCT.4-SIMPATICO ACRES-INDIRECT COST	787.28	.00	.00	.00	787.28	.00
9-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
9-1310-431-00-124-115-0-312	PCT.4-SUMMERWOOD/ALBERTO-INDIRECT COST	94.73	.00	.00	.00	94.73	.00
9-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
9-1310-431-00-124-115-0-731	PCT.4-SUMMERWOOD/ALBERTO-ROADS	14.66	.00	.00	.00	14.66	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-124-116-0-312	PCT.4-SUMMERWOOD/BERMEA-INDIRECT COST	614.50	.00	.00	.00	614.50	.00
9-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
9-1310-431-00-124-116-0-731	PCT.4-SUMMERWOOD/BERMEA-ROADS	20.87	.00	.00	.00	20.87	.00
9-1310-431-00-124-117-0-312	PCT.4-TOWNE EAST-INDIRECT COST	629.22	.00	.00	.00	629.22	.00
9-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
9-1310-431-00-124-118-0-312	PCT.4-TROPICANA-INDIRECT COST	446.29	.00	.00	.00	446.29	.00
9-1310-431-00-124-459-0-312	PCT.4-RANCHO NUEVO/E BARRADA-INDIRECT CO	707.67	.00	.00	.00	707.67	.00
9-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
9-1310-431-00-124-459-0-899	PCT.4-RANCHO NUEVO/E BARRADA-UNDIST	34.82	.00	.00	.00	34.82	.00
9-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00	100.00
9-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		**1,120,918.02**	**241,501.65**	**7,544.60**	**7,544.60**	**871,871.77**	**22.22**
9 YEAR		**1,120,918.02**	**241,501.65**	**7,544.60**	**7,544.60**	**871,871.77**	**22.22**

County: Hidalgo

Contract 3BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #5

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State and the County executed an agreement on the 8th day of September 2002 to construct access roads in the County's colonias under terms of the first call of the Border Colonia Access Program; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Article 9, Item c is voided in its entirety and replaced with the following:
Project is not let within seven years of the original execution of this agreement, or the Project is not completed within eight years of the original execution of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

_____
Hidalgo County

By:_____
Honorable Juan D. Salinas

_____
Printed Name

_____
County Judge

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

_____
Date

AI-14219 **18.B.**

Pct. No. 1 BCAP Supplemental Agreement No. 1 and Work Authorization No. 1 Tedsi Infrastructure Group

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 and Work Authorization No. 1 for current contract with TEDSI Infrastructure Group of the removal of Indian Hills Subdivision to reflect a ($100,890.90 decrease) to the total project estimated cost, bringing the total estimated project cost to $189,413.50. C-CAP-08-028-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

Amount available for P.O.#615985 as of 2-26-09 $189,413.50 for Tedsi Infrastructure Group for various Pct. 1 Colonia Projects.

Attachments

Link: Pct No. 1 Supplemental Agreement No. 1 Work Authorization No. 1 Tedsi

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:37 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/26/2009 09:05 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/24/2009 03:17 PM

Final Approval Date: 02/27/2009

EXHIBIT "F"
HIDALGO COUNTY
Professional Engineering Services
Agreement # C-CAP-08-028-10-28
Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services for Round III of the Hidalgo County Colonias. The existing scope will be reduced to remove Indian Hills Subdivision, CSJ No. 3C1080932. The schedule for completing the work, Attachment C will be voided and replaced with Attachment C1. This revised schedule is to reflect the notice to proceed being issued on January 16, 2009 and removal of CSJ No. 3C1080932.

PART 2. Estimated Cost. The lump sum amount for professional services under Work Authorization No. 1 is **$290,304.40** as approved under Agreement No. C-CAP-08-028-10-28. This amount will be reduced under Supplemental Agreement No. 1 to Work Authorization No. 1 by **$100,890.90** to remove work associated with Indian Hills Subdivision, CSJ No. 3C1080932. The new amount payable under Agreement C-CAP-08-028-10-28 is **$189,413.50** and indicated in Hidalgo County Purchase Order No. 615985.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, (Vice President)

THE OWNER:
HIDALGO COUNTY

BY: _____
Sylvia Handy, (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "C1" - Work Schedule

EXHIBIT "F"

THE OWNER:
HIDALGO COUNTY

ATTEST:

_____
By: Juan D. Salinas III, County Judge

_____
by: Arturo Guajardo Jr., County Clerk

AI-14214 **18.C.**

Pct. No. 2 BCAP Supplemental Agreement No. 1 to Work Authorization No. 3 R. Gutierrez

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 3 for current contract with R. Gutirrez Engineering for the RSW Unit #1 Subdivision project to reflect a $4,000.00 increase to the total project estimated cost, bringing the total estimated project cost to $16,000.00. C-08-381-09-16

BACKGROUND

p.o. increase to p.o.# 612349 (due to Interlocal agreement object code will change from 334 to 841)

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-580-1-841

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

BUDGETARY IMPACT:

PO# 612349 (due to Interlocal agreement object code will change from 334 to 841) has $3,536.68 available and object 841 has $55,864.63 available as of 2/25/09

Attachments

Link: Pct No. 2 Supplemental Agreement No 1 to Work Authorization No. 3 R. Gutierrez

Link: Fund Balance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/24/2009 03:01 PM	APRV
2	Dale Kennan	Dale Kennan	02/25/2009 04:22 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/24/2009 02:15 PM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 3
Contract No. C-08-381-09-16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 3 to Contract No. C-08-381-09-16, on the 28th day of October 2008, to provide general construction management services and construction staking services for the construction of the RSW Unit #1 Subdivision project. A portion of this project is being constructed by County forces. The project is located in San Juan, Texas, and is hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 3, the estimated cost for services under the Work Authorization are not to exceed $12,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 3 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $16,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 3, for Professional Engineering Services to be executed as of the ____ day of _____ 2009.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Agapito Vargas
BCAP Director
301 E. State
Pharr, Tx 78577

FROM: Ramiro Gutierrez
SUBJECT: RSW Unit#1 Subd.
PROJECT NO.: Eng08.024c
DATE: 2/24/09

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	X CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
2	2/24	SA#1 to WA#3 for RSW Unit#1 Subd.
1	2/24	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution file

Received by: X

R. Gutierrez Engineering Corporation

February 24, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Supplemental Agreement No. 1 to Work Authorization No. 3 – RSW Unit #1 Subdivision – Construction Management & Staking
Project No. ENG08.024c

Dear Commissioner Palacios:

We are continuing to provide the general construction management and construction staking services for work that is being constructed by County forces on the RSW Unit #1 Subdivision project. As it turns out, the work involved in staking and managing construction of the project is more than had been anticipated. I am submitting a proposed Supplemental Agreement No. 1 to increase the maximum fee payable by $4,000.00 under Work Authorization No. 3. This increase brings the total fee payable under this work authorization to $16,000.00 and should cover the remaining construction staking and management services needed on this project.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 3 of the 2008 Road & Bridge Contract. If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

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
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2						
9-1311-431-00-122-580-1-841 RSW UNIT # 1-AID TO GOVT AGENCY	151,004.63	95,140.00	.00	.00	55,864.63	63.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2	**151,004.63**	**95,140.00**	**.00**	**.00**	**55,864.63**	**63.00**
9 YEAR	**151,004.63**	**95,140.00**	**.00**	**.00**	**55,864.63**	**63.00**

AI-14126 **19.A.**

Pct. No. 2 WA #8 R. Gutierrez

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Pct. 2
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Precinct #2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #8 (not to exceed $25,000.00) with R. Gutierrez Engineering Corporation for project El Charro Subdivision. The Engineer will provide general construction management services and construction staking services. A portion of this project is being constructed by County forces. C-08-381-09-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-734

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

BUDGETARY IMPACT:

Available balance of $50,712.05 as of 02-26-09. Submitted by BCAP staff, but was verified to be a Pct 2 P/U project as per Marcie J.

Attachments

Link: El Charro Work Authorization No 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:23 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 11:33 AM	APRV
3	Dale Kennan	Dale Kennan	02/19/2009 03:25 PM	APRV
4	Auditor's Office	Becky Morales	02/26/2009 10:26 AM	APRV
5	Dale Kennan	Dale Kennan	02/26/2009 10:31 AM	APRV
6	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/18/2009 04:41 PM

Final Approval Date: 02/27/2009

AI-14126 2/24/1

R. Gutierrez Engineering Corporation

February 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 8 – El Charro Subdivision – Construction Administration & Staking
Project No. ENG08.024h

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 8 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the El Charro Subdivision BCAP project. The work consists of providing construction administration and construction staking services for the work to be performed by County forces.

If this Work Authorization No 8 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED
Yolie Jackson
FEB 12 09
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

PART 4. FUNDING
This Work Authorization No. 8 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 8

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 8
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) 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 orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2009											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
El Charro Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 8

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	$ 282.92/HR	$ 291.41/HR
Project Manager	$ 202.09/HR	$ 208.15/HR
Senior Engineer	$ 145.50/HR	$ 149.87/HR
Engineer/RPLS	$ 113.17/HR	$ 116.57/HR
Graduate Engineer	$ 97.00/HR	$ 99.91/HR
Senior Engineering Tech	$ 84.08/HR	$ 86.60/HR
CADD-Design Technician	$ 67.26/HR	$ 69.28/HR
Clerical	$ 61.44/HR	$ 63.28/HR
Survey Crew	$137.82/HR	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-14291 **20.A.**

Penitas Tax Increment Reinvestment Zone #1

CC REGULAR

Date:	03/03/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #3

Information

CAPTION

Discussion, consideration, and approval of Interlocal Agreement and Amendment to the Interlocal Agreement for the City of Penitas Tax Increment Reinvestment Zone #1.

BACKGROUND

Agreement approved on February 14, 2005
Modifications approved on October 14, 2008
Interlocal and Amendment to be executed at the same time.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Agreement
Link: Exhibit 1
Link: Exhibit 2
Link: Exhibit 3
Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 03:12 PM	APRV
2	Roland Garcia	Rolando Garcia	02/27/2009 04:36 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Erika Reyna — Started On: 02/26/2009 02:56 PM

Final Approval Date: 02/27/2009

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

The City, the County and the Zone hereby agree to the following terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311, Texas Tax Code.

"City" means the City of Penitas, Texas, and its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City

Attorney on the signature page of this Agreement.

“County” means Hidalgo County, Texas, and its successors and assigns.

“County Tax Increment Participation” means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of this Agreement.

"Project" means the development of property within the boundary of the reinvestment zone, and as described in the Preliminary Project Plan.

“Project Plan” means the project plan and reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to this Agreement as **Exhibit 2,** and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the Zone.

“TIRZ Obligation” means any financial obligation of the TIRZ related to the implementation of the Project Plan, as amended, including reimbursement agreements with developers within the Zone.

“Zone” means Reinvestment Zone Number One, City of **Penitas**, Texas, created by the City on November 3, 2004, by Ordinance No. 2004-05, a true and correct copy of said ordinance is attached to this Agreement as **Exhibit 1**, which ordinance was amended by the City on February 11, 2005, by Ordinance No.2005-01, a true and correct copy of which is attached to this

agreement as **Exhibit 3.**

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund. The County desires to participate in the Zone, beginning with the 2005 tax year, in consideration for the agreements set forth below. The parties now desire to enter into an interlocal agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Zone by contributing to the Tax Increment Fund during the term of this Agreement equal to the tax increment with respect to the Captured Appraised Value in the Zone attributable to the County based on 95% of the lesser of (i) $0.5095 per $100 of taxable valuation, or (ii) the actual Maintenance and Operations ad valorem tax rate levied by the County for the applicable tax year.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County, and payment with respect to all taxes collected as of January 31, shall be due 90 days after the delinquency date for such taxes in accordance with Section 311.013(c) of the Texas Tax Code (as of the date hereof, the delinquency date is February 1) for each year the County participates in the Zone, it being agreed by the parties that the first payment shall be due May 1, 2009 and shall include the tax increment collected by the County beginning with tax year 2005 with no penalty or interest due with respect to any payments for tax years 2005, 2006 and 2007 made on or before May 1, 2009 because this Agreement had not been executed in time for such payment or any portion thereof to have been due at any earlier time. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. Taxes remaining delinquent for five years shall be considered uncollectible and any taxes thereafter collected by the County shall not be deemed part of the County Tax Increment Participation.

Further, as provided in Section 311.013(d), Texas Tax Code, the County is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three year period: (1) bonds have been issued for the zone under Section 311.015, Texas Tax Code; (2) the municipality has acquired property in the zone pursuant to the Project Plan; or (3) construction of improvements pursuant to the Project Plan has begun in the zone. The Zone represents to the other parties that construction pursuant to the Project Plan commenced within three years of creation of the Zone.

C. Expansion of the Zone.

The obligation of the County to participate in the Zone is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the additional area.

D. Board of Directors

Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make best faith efforts to appoint and maintain a person to serve on the Board of

Directors. The County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Project Plan

Any member of the County Commissioners Court may review and comment upon any amendment to the Project Plan prior to its approval by the City Commission. The City agrees to provide the County Judge and the County Auditor with any proposed amendments to the Project Plan at least thirty (30) days prior to their submission to the City Commission for approval. The City agrees to work with the Zone Board of Directors to implement the Project Plan.

The City and the Zone agree to comply with the Project Plan. The City agrees to provide prior written notice to the County of any proposed amendments to the Project Plan. The County shall have a period of 30 business days from the date of receipt of such notice of a proposed change to provide comments and objections to the proposed change. If the County timely provides written notice to the City that it objects to the proposed change, and (i) the change materially alters the Project Plan (which may include previously approved amendments) in its form prior to the proposed amendment (the "Project Plan Prior to Proposed Amendment"); (ii) the objection, as set out in the notice, is not resolved within 45 business days from the date of the City's receipt of the County's notice; and (iii) the City approves such change notwithstanding the County's objection, then the County may thereafter discontinue its Tax Increment Payments

and terminate its participation in the Zone; *provided that* the County's discontinuation shall not become effective until such time as all TIRZ Obligations incurred with respect to the Project Plan Prior to Proposed Amendment are paid in full (the "County's Termination Effective Date"). Prior to the County's Termination Effective Date, the County shall remain a participant in this Agreement and shall be bound by its terms.

A change to the Project Plan is not considered material under the preceding paragraph unless it provides for improvements or costs unrelated to the projects and costs in the Project Plan as of the date of this Agreement. If the County does not provide notice of its objections within 45 days as provided above, the changes to the Project Plan are deemed approved.

B. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable on pro rata basis to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

C. Audits and Annual Reports

(i) In the event the City recreates a redevelopment authority in connection with the Zone, the City shall provide to the County Judge, with a copy to the County Auditor, a copy of the each of the audits required by the agreement between the City, the Zone and any such redevelopment authority within thirty (30) days of receipt of each audit.

(ii) All annual or other reports required by Chapter 311 of the Tax Code shall be

provided to the County Judge as required therein with a copy to the County Auditor, and if the applicable report is filed late, the County shall not be required to make payments under Article III until it has received such reports (and penalties and interest shall not accrue for any such payment until 30 days following receipt of a late-filed report). The County Auditor shall be authorized to audit Zone records at the County's expense upon reasonable notice to the Zone and the City.

D. Plats and Subdivisions

The Parties agree to cooperate to so that the City and the County can properly account for all tax accounts within the Zone. The Zone agrees to use its best efforts to (i) provide such information as the County and the Hidalgo County Appraisal District may reasonably need to properly allocate tax accounts to the Zone, and (ii) provide copies of all plats approved within the Zone to the County Judge, the County Auditor, and the Hidalgo County Appraisal District.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 2005. This Agreement terminates on the earlier of (i) December 31, 2034; (ii) the termination of the Zone as provided in Section 311.017 of the Texas Tax Code; or (iii) termination by the parties hereto consistent with all applicable laws. Nothing in this Agreement limits the authority of the

Hidalgo County Commissioners Court to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

VI. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's, or any other party's, contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances,

conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

City Manager
P.O Box 204
Penitas, Texas 78576

Hidalgo County

Hidalgo County Commissioners Court
Hidalgo County Courthouse
100 North Closner Blvd
Edinburg, Texas 78539
Attention: County Judge

Zone

Reinvestment Zone No. 1
c/o Hawes Hill Calderon, LLP
10103 Fondren Road # 300
Houston, Texas 77096
Attn: Bill Calderon

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and

performance of the covenants contained herein.

I. Force Majeure

The parties agree that in the event a party's performance of any obligation under this Agreement is delayed due to the act or failure or delay in acting of another party or another government entity (so long as such failure is not caused by an act or omission of the delaying party), then such party's time to perform shall be extended by the length of the delay provided that the party whose performance has been delayed gives prompt written notice thereof to the other parties hereto. The parties further agree that in the event any payment hereunder is miscalculated due to errors in the information provided to the party making the calculation or making the payment based on such calculation, that such payment shall be promptly adjusted upon the parties becoming aware of the miscalculation and agreeing to the proper calculation (e.g., in the event the Hidalgo County Appraisal District omits a tax account that should be in the Zone from calculations of the tax increment attributable to the Zone). It is the parties intention that all of the parties work together in good faith to correct any such delays or miscalculations and that no interest or penalty shall be due with respect to any such delays or miscalculations.

J. Exhibits

This Agreement includes the following exhibits:

Exhibit 1: City of Penitas Ordinance No. 2004-05

Exhibit 2: Project Plan

Exhibit 3: City of Penitas Ordinance No. 2005-01

IN WITNESS HEREOF, the City, the County and the Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PENITAS, TEXAS

_____
Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

_____
City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk
Date: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Name: Stephen L. Crain
Date:_____

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By:_____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Exhibit 1
City Ordinance No. 2004-05

Exhibit 2
Project Plan

Exhibit 3
City Ordinance (as amended) No. 2005-01

#5

CITY OF PEÑITAS, Texas, Ordinance No. 2004-05

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:45AM P2

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

Section 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of a taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

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Section 4. Duration of the Zone

That the Zone shall take effect on January 1, 2004, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 7 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is

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Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 3rd day of November, 2004.

APPROVED this 3rd day of November, 2004.

Mayor Servando Ramirez

Cindy Hernandez, City Secretary

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 12:00PM P2

PENITAS TAX INCREMENT REINVESTMENT ZONE #1

PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

CITY OF PENITAS, TEXAS

Hawes Hill Calderon, L.L.P., TIRZ Consultants and Planners

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PROJECT PLAN

INTRODUCTION

This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of both proposed connector streets and thoroughfares, regional drainage facilities, water, sanitary sewer, wastewater treatment facilities, public landscaping, lighting and other specific project costs in order to facilitate the development of both residential and commercial properties. The reinvestment zone includes open land where certain regional infrastructure is absent and consequently where residential and commercial development would not occur "but for" the creation of such a zone. All development will occur on undeveloped land.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project related costs, will be funded (reimbursed) by tax increment revenues derived from increases in property values following the new development.

Location

The TIRZ is generally bounded by Tom Gill Road on the west, 2 mile Road on the north, Giles Road on the east, and Hwy 83 on the south, and as further described in the enclosed map. The property consists of approximately 716 acres of land. A property metes and bounds description is provided in Appendix A.

EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE AND PROPOSED IMPROVEMENTS TO AND PROPOSED USES OF THE PROPERTY

Existing Conditions

The property is generally undeveloped. The subject site has been utilized as farmland and is currently agriculturally exempted. The development of the property is further constrained by the lack of basic infrastructure including major thoroughfares and drainage facilities. There is a predominance of defective or inadequate sidewalk or street layout, as well as problems with faulty lot layout in relation to size, adequacy, accessibility, or usefulness. The area is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.

Surrounding Land Uses

Land uses surrounding the Zone are predominately undeveloped. However, there is a public school close to the reinvestment zone, which serves a small residential enclave to the west of the zone.

Proposed Land Uses

Property located within the Zone will be mixed use in its development with approximately 70% of the land developed for single family housing, and the remainder developed for commercial usages. In addition, it is contemplated that a regional drainage system will be developed which may include drainage detention outside the boundary of the reinvestment zone.

Table A below lists the various land uses per the Conceptual Master Plan, along with their respective acreages and percentage of the gross land area.

Table A
Acreage Per Land Use Summary

Land Use Category	Acreage	% of Gross Acreage
Undeveloped residential	343	48.1%
Public ROW	50	7.01%
Parks	30	4.2%
Commercial	290	40.69%
TOTALS	714	100.0%

PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction will be done in conformance with existing building code regulations of the City of Penitas. There are no proposed changes of any city zoning ordinances, master plans, or building codes.

LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development items that will be funded by the developer for which no tax increment reimbursement is expected. These non-project development items and their associated costs are shown in Table B.

Table B
Non-Project Costs

Non-Project Items	Estimated Cost
TXDOT funded projects	$7,000,000
Drainage District funded projects	$6,000,000
Total Non-Project Costs	**13,000,000**

STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A RESULT OF IMPLEMENTING THE PLAN

The subject property is vacant and there will be no displacement of residents.

REINVESTMENT ZONE FINANCING PLAN

A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table C lists the estimated project costs for the Zone. It is anticipated that the developer will advance funds for the improvements and will be reimbursed as provided in a separate agreement and other documentation between the developer, the TIRZ, the Penitas Redevelopment Authority (references made herein to the Authority are made in anticipation of its creation) and the Penitas Zone. It is anticipated that the infrastructure improvement costs will include additional financing costs associated with the projects. Line Item amounts may be adjusted with approval of the Zone Board of Directors, and will be reimbursed or disbursed based on actual audited costs for the infrastructure identified in the plan.

Table C
Estimated Zone Project Costs

Project Items	Estimated Costs
Water Improvements including wells	$1,698,373
Waste Water Improvements	$1,552,032
Drainage Improvements	$6,093,650
Demolition Costs	0
Relocation of Utility Lines	0
Sidewalks	$ 671,304
Streets	$6,414,058
3 Bridges	$2,250,000
Lights	$ 724,388
Engineering / Surveying	$1,800,000
Contingency	$1,000,000
Zone Administration – 30 years	$1,200,000
Financing costs including interest	$ 6,800,000
Total	**$30,203,805**

ECONOMIC FEASIBILITY STUDY

Appendix B contains an economic feasibility study prepared for the proposed commercial and residential development to assess the market for the proposed development. The study concludes that the proposed development is feasible and the demand for the projects is strong.

THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The amount of estimated bonded indebtedness is shown in Table C.

THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

Schedule C shows the anticipated time when bonds could be issued based on the revenue-derived form the estimated build-out schedules. Bonds may be issued to pay the related project costs of the Zone.

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE

Description of the Methods of Financing

In accordance with 311.015 of the Tax Increment Financing Act, the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone or Authority. Upon creation of a Redevelopment Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If either Zone or Authority bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. It is anticipated that the Developer will advance project-related costs and be reimbursed through the issuance of Zone tax increment revenue bonds and/or be paid directly from increment revenues of the Zone as provided for in a Development Agreement. It is also contemplated that some project costs will be funded with grants from one or more entities.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone or Authority's bonds as prescribed in a Development Agreement.

Expected Sources of Revenue to Finance or Pay Project Costs

Schedule A shows the projected build-out schedule of the proposed commercial and residential development, which is supported by the Economic Feasibility Studies in Appendix B.

Table D
Increment Dedicated to the Zone

Taxing Unit		Dedicated Tax Rate	Years
Penitas*	(2004 – 2034)	$0.30/$100 Valuation	30
Hidalgo County	(2004 – 2034)	$0.5015/$100 Valuation	30

* Penitas may use its contributed tax increment funds for municipal zone related project costs in order to implement the Zone's Project Plan and Reinvestment Zone Financing Plan.

Tax Increment Fund

The City shall create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as provided for in the creation ordinance. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Penitas and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Tax Increment Act (the "Act"), of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act.

THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

It is projected that taxable property values in the zone will increase to approximately $135 million by 2018. Schedule A shows the annual captured appraised value of these increases in property value during the build-out period.

DURATION OF THE ZONE

The City of Penitas shall establish the Zone by Ordinance. The ordinance shall establish that the Zone will take effect on January 1, 2005 and termination of the operation of the Zone shall occur on December 31, 2035. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

SCHEDULES

A. RESIDENTIAL BUILD-OUT SCHEDULE

B. ZONE CAPTURED APPRAISED VALUE AND REVENUE SCHEDULE
C. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED
D. PROJECTED ZONE REVENUES

E. REVENUES FOR NON-PARTICIPATING JURISDICTIONS

SCHEDULE A

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Residential Buildout Schedule (In Thousands)

Residential Project Values	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Constraction	Captured Value (K)	Home Constraction	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots					30	$2,400	20	$1,600	25	$2,000	25	$2,000	25	$2,000	22	$1,750	20	$1,600	20	$1,500	187
50 x 130 Lots					36	$3,960	30	$3,300	30	$3,300	25	$2,750	25	$2,750	25	$2,750	25	$2,750	35	$3,850	231
75 x 140 Lots					38	$5,320	32	$4,480	34	$4,760	25	$3,500	25	$3,500	25	$3,500	30	$4,200	30	$4,200	239
Total Home Sales	.		.		104		82		89		75		75		72		75		85		657
Total Captured Value		$0		$0		$11,680		$9,360		$10,060		$8,250		$8,250		$8,010		$8,550		$9,650	$73,830
Cumulative Captured Value		$0		$0		$11,680		$21,060		$31,120		$39,370		$47,620		$55,630		$64,180		$73,830	

(CONTINUED) Residential Project Values	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	Home Constructio	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots	20	$1,600	20	$1,600	10	$ 800		$ -		$ -		$ -		$ -		$ -		$ -		$ -	237
50 x 130 Lots	25	$2,750	25	$2,750	11	$1,210		$ -		$ -		$ -		$ -		$ -		$ -		$ -	292
75 x 140 Lots	32	$4,480	32	$4,480	16	$2,240		$ -		$ -		$ -		$ -		$ -		$ -		$ -	319
Total Home Sales	77		77		37		.		.		.		.		.		.		.		848
Total Captured Value		$8,830		$8,830		$4,250		$0		$0		$0		$0		$0		$0		$0	$95,740
Cumulative Captured Value		$82,660		$91,490		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740	

Note.

1. Captured value is presented in thousands of dollars.
2. Projected value of home construction is in 2004 dollars excluding inflation.
3. Home construction in a calendar year results in captured appraised value in the following tax year.

SCHEDULE B

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Commercial Buildout Schedule (In Thousands)

Commercial Project Values	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commercial Value		$ 999		$ 1,953		$ 3,358		$ 4,810		$ 3,559		$ 1,959		$ 3,336		$ 4,197		$ 1,729		$ 3,957	
Total Captured Value		**$999**		**$1,953**		**$3,358**		**$4,810**		**$3,559**		**$1,959**		**$3,336**		**$4,197**		**$1,729**		**$3,957**	**$29,857**
Cumulative Captured Value		**$999**		**$2,952**		**$6,310**		**$11,120**		**$14,680**		**$16,638**		**$19,974**		**$24,171**		**$25,901**		**$29,857**	

Commercial Project Values	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commercial Value		$ 1,978		$ 4,395		$ 1,953		$ 1,953													
Total Captured Value		**$1,978**		**$4,398**		**$1,953**		**$1,953**		**$0**		**$0**		**$0**		**$0**		**$0**		**$0**	**$40,138**
Cumulative Captured Value		**$31,836**		**$36,232**		**$38,185**		**$40,138**		**$40,138**		**$40,138**		**$40,138**		**$40,138**		**$40,138**		**$40,138**	

Note:
1 Captured value is presented in thousands of dollars

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Assessed Valuations

SCHEDULE C

Tax Roll Jan 1	Incremental Residential Assessed Valuation	Residential Incremental Assessed Valuation	No. of Homes Added	Cum No. of Homes	Senior Citizens Exemption: Number of Eligible Homes (1)	Senior Citizens Exemption: County Exemption Amount (2)	Commercial Valuation	City Projected Taxable Valuation	County Projected Taxable Valuation
2005	$ -	$ -	0	-	-	$ -	$ 998,974	998,974	998,974
2006	$ -	$ -	0	-	-	$ -	$ 2,952,151	2,952,151	2,952,151
2007	$ 11,080,000	$ 11,080,000	104	104	21	$ (104,000)	$ 6,310,048	17,990,048	17,886,048
2008	$ 9,380,000	$ 21,060,000	92	196	37	$ (196,000)	$ 11,120,235	32,180,235	31,984,235
2009	$ 10,060,000	$ 31,120,000	89	275	55	$ (275,000)	$ 14,679,605	45,799,605	45,524,605
2010	$ 8,250,000	$ 39,370,000	75	350	70	$ (350,000)	$ 16,638,379	56,008,379	55,658,379
2011	$ 8,250,000	$ 47,620,000	75	425	85	$ (425,000)	$ 19,973,890	67,593,890	67,168,890
2012	$ 8,010,000	$ 55,630,000	72	497	99	$ (497,000)	$ 24,171,261	79,801,261	79,304,261
2013	$ 8,550,000	$ 64,180,000	75	572	114	$ (572,000)	$ 25,900,578	90,080,578	89,508,578
2014	$ 9,650,000	$ 73,830,000	85	657	131	$ (657,000)	$ 29,857,300	103,687,300	103,030,300
2015	$ 8,830,000	$ 82,660,000	77	734	147	$ (734,000)	$ 31,835,661	114,495,661	113,761,661
2016	$ 8,830,000	$ 91,490,000	77	811	162	$ (811,000)	$ 36,231,708	127,721,708	126,910,708
2017	$ 4,250,000	$ 95,740,000	37	848	170	$ (848,000)	$ 38,184,895	133,924,895	133,076,895
2018	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2019	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2020	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2021	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2022	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2023	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2024	$ -	$ 95,740,000	0	848	170	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
Total	$ 95,740,000		848						

Note. (1) Senior Citizen Exemption projected @ 5% of total homes built
(2) County Senior Exemption is $15,000
(*) The City has no exemptions for homestead or over 65.

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Zone Revenues

SCHEDULE D

Tax Year	Cal Year	City Tax Rate	City Zone Collection	County Tax Rate	County Participation	County Zone Collection	Total Zone Revenues Available	City Rebate for Services	County Revenue Retained	Zone Revenue Available for Project Costs	Cumulative Zone Revenue Available for Project Costs
2005	2006	$ 0.3000	$ 2,997	$ 0.5900	85%	$ 5,010	$ 8,007	$ -	$ (884)	$ 7,123	$ 7,123
2006	2007	$ 0.3000	$ 8,866	$ 0.5900	85%	$ 14,805	$ 23,671	$ -	$ (2,613)	$ 21,049	$ 28,172
2007	2008	$ 0.3000	$ 53,970	$ 0.5900	85%	$ 89,699	$ 143,669	$ (26,000)	$ (15,829)	$ 101,840	$ 130,011
2008	2009	$ 0.3000	$ 98,541	$ 0.5900	85%	$ 160,451	$ 258,992	$ (48,500)	$ (28,315)	$ 182,177	$ 312,188
2009	2010	$ 0.3000	$ 137,399	$ 0.5900	85%	$ 228,308	$ 365,708	$ (68,750)	$ (40,289)	$ 256,669	$ 568,853
2010	2011	$ 0.3000	$ 158,025	$ 0.5900	85%	$ 279,127	$ 447,152	$ (87,500)	$ (49,258)	$ 310,394	$ 879,248
2011	2012	$ 0.3000	$ 202,782	$ 0.5900	85%	$ 338,852	$ 539,634	$ (106,250)	$ (59,444)	$ 373,939	$ 1,253,187
2012	2013	$ 0.3000	$ 239,404	$ 0.5900	85%	$ 397,711	$ 637,115	$ (124,250)	$ (70,184)	$ 442,680	$ 1,695,867
2013	2014	$ 0.3000	$ 270,242	$ 0.5900	85%	$ 448,886	$ 719,127	$ (143,000)	$ (79,215)	$ 496,912	$ 2,192,779
2014	2015	$ 0.3000	$ 311,082	$ 0.5900	85%	$ 516,597	$ 827,759	$ (164,250)	$ (91,182)	$ 572,327	$ 2,765,106
2015	2016	$ 0.3000	$ 343,487	$ 0.5900	85%	$ 570,515	$ 914,002	$ (183,500)	$ (100,679)	$ 629,823	$ 3,394,929
2016	2017	$ 0.3000	$ 383,165	$ 0.5900	85%	$ 636,457	$ 1,019,622	$ (202,750)	$ (112,316)	$ 704,556	$ 4,099,485
2017	2018	$ 0.3000	$ 401,775	$ 0.5900	85%	$ 667,381	$ 1,069,156	$ (212,000)	$ (117,773)	$ 739,382	$ 4,838,868
2018	2019	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 5,592,176
2019	2020	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 6,345,484
2020	2021	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,098,793
2021	2022	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,852,101
2022	2023	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 8,605,409
2023	2024	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 9,358,718
2024	2025	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,112,026
2025	2026	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,865,334
2026	2027	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 11,618,643
2027	2028	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 12,371,951
2028	2029	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,125,259
2029	2030	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,878,568
2030	2031	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 14,631,876
2031	2032	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 15,385,184
2032	2033	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,138,493
2033	2034	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,891,801
2034	2035	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 17,645,109
2035	2036	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 18,398,418
			$ 9,957,119			$ 16,541,059	$ 26,498,178	$ (5,180,750)	$ (2,919,010)	$ 18,398,418	

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Revenues for Non-participating Jurisdictions

SCHEDULE E

La Joya ISD Tax Rate	La Joya I.S.D. Zone Collection	South Texas ISD Tax Rate	South Texas I.S.D. Zone Collection	South Texas College Tax Rate	South Texas College Zone Collection	Drainage District #1 Tax Rate	Drainage District #1 Zone Collection
$ 1.5699	$ 15,583	$ 0.0392	$ 392	$ 0.1776	$ 1,774	$ 0.0456	$ 456
$ 1.5699	$ 46,346	$ 0.0392	$ 1,167	$ 0.1776	$ 5,243	$ 0.0456	$ 1,345
$ 1.5699	$ 282,425	$ 0.0392	$ 7,052	$ 0.1776	$ 31,960	$ 0.0456	$ 8,203
$ 1.5699	$ 505,198	$ 0.0392	$ 12,615	$ 0.1776	$ 57,152	$ 0.0456	$ 14,674
$ 1.5699	$ 719,008	$ 0.0392	$ 17,953	$ 0.1776	$ 81,340	$ 0.0456	$ 20,885
$ 1.5699	$ 879,276	$ 0.0392	$ 21,955	$ 0.1776	$ 99,471	$ 0.0456	$ 25,540
$ 1.5699	$ 1,081,156	$ 0.0392	$ 26,997	$ 0.1776	$ 120,047	$ 0.0456	$ 30,823
$ 1.5699	$ 1,252,800	$ 0.0392	$ 31,282	$ 0.1776	$ 141,727	$ 0.0456	$ 36,389
$ 1.5699	$ 1,414,175	$ 0.0392	$ 35,312	$ 0.1776	$ 159,983	$ 0.0456	$ 41,077
$ 1.5699	$ 1,627,787	$ 0.0392	$ 40,645	$ 0.1776	$ 184,149	$ 0.0456	$ 47,281
$ 1.5699	$ 1,797,467	$ 0.0392	$ 44,882	$ 0.1776	$ 203,344	$ 0.0456	$ 52,210
$ 1.5699	$ 2,005,103	$ 0.0392	$ 50,067	$ 0.1776	$ 226,834	$ 0.0456	$ 58,241
$ 1.5699	$ 2,102,487	$ 0.0392	$ 52,499	$ 0.1776	$ 237,851	$ 0.0456	$ 61,070
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1776	$ 241,319	$ 0.0456	$ 61,950
	$ 52,165,606		$ 1,301,064		$ 5,894,615		$ 1,513,482

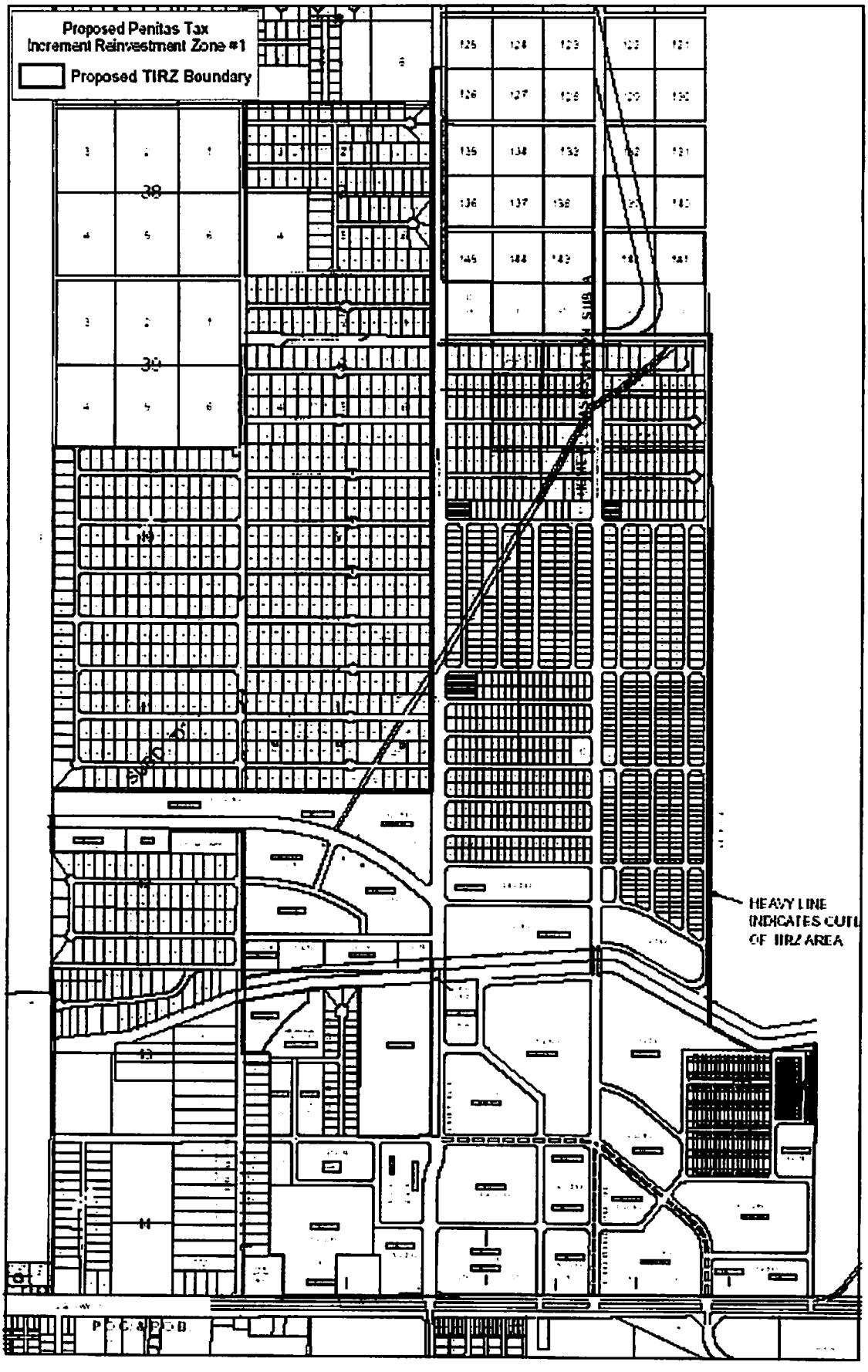
MAPS

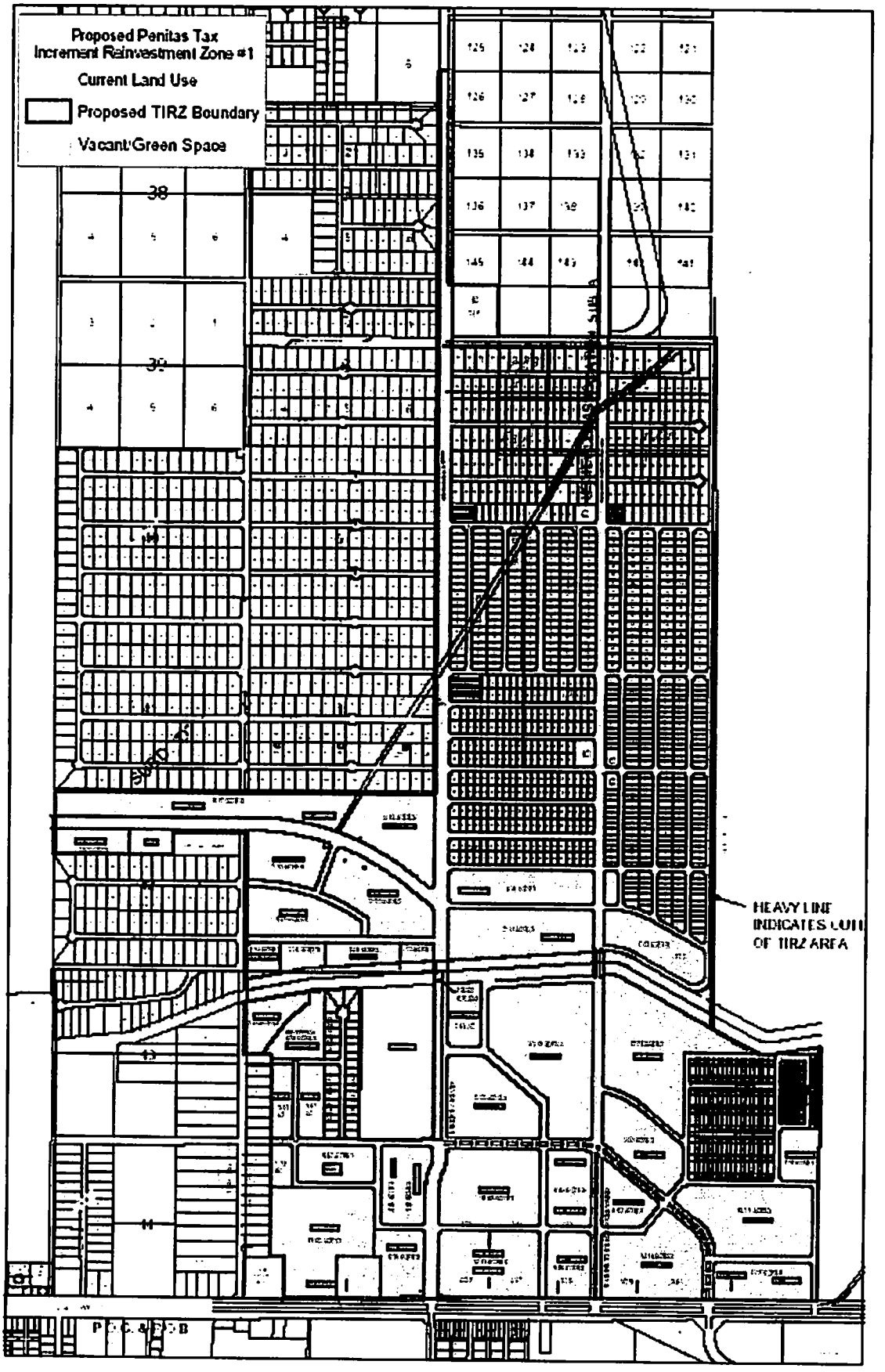
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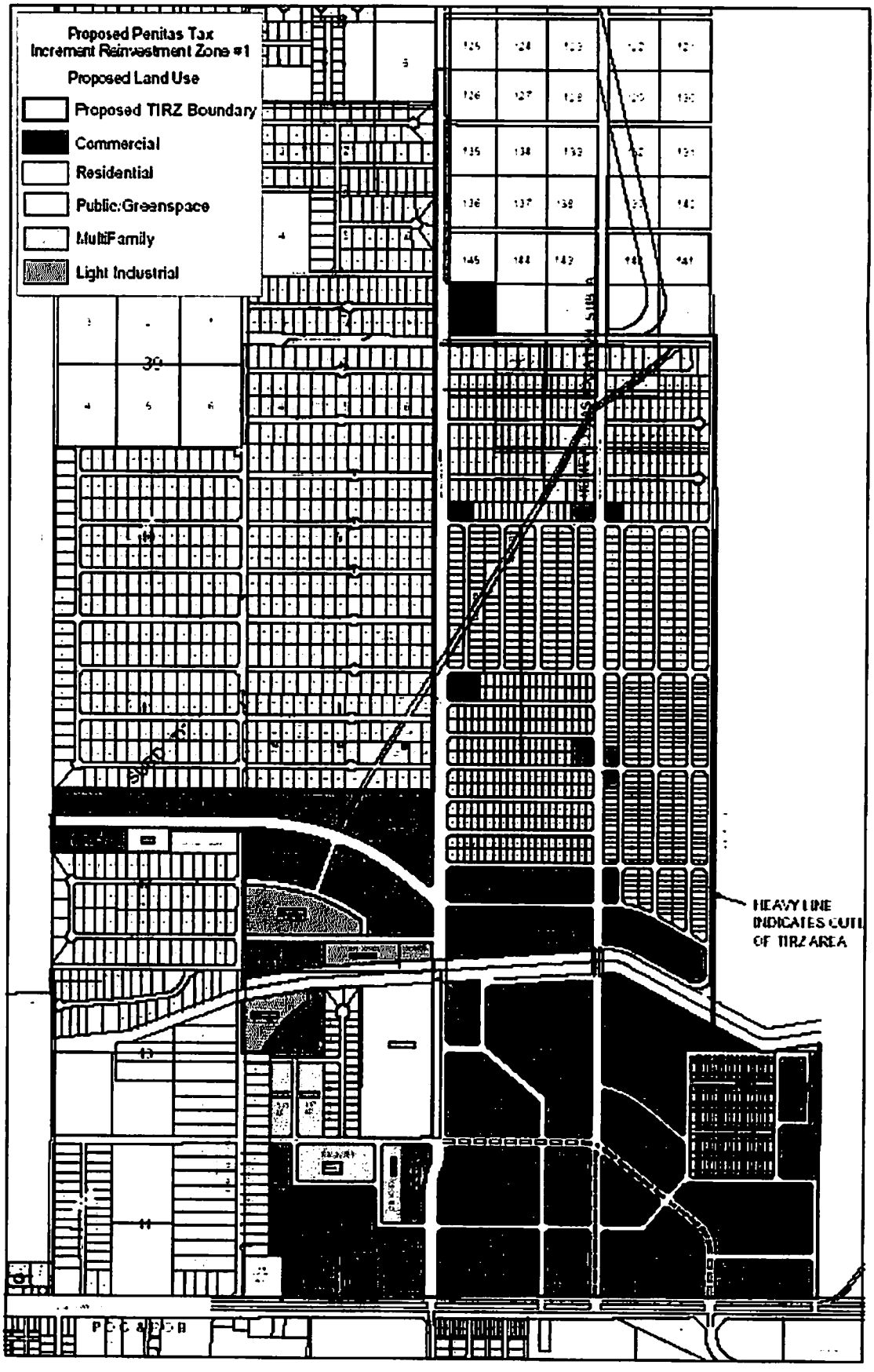
B. CURRENT LAND USES

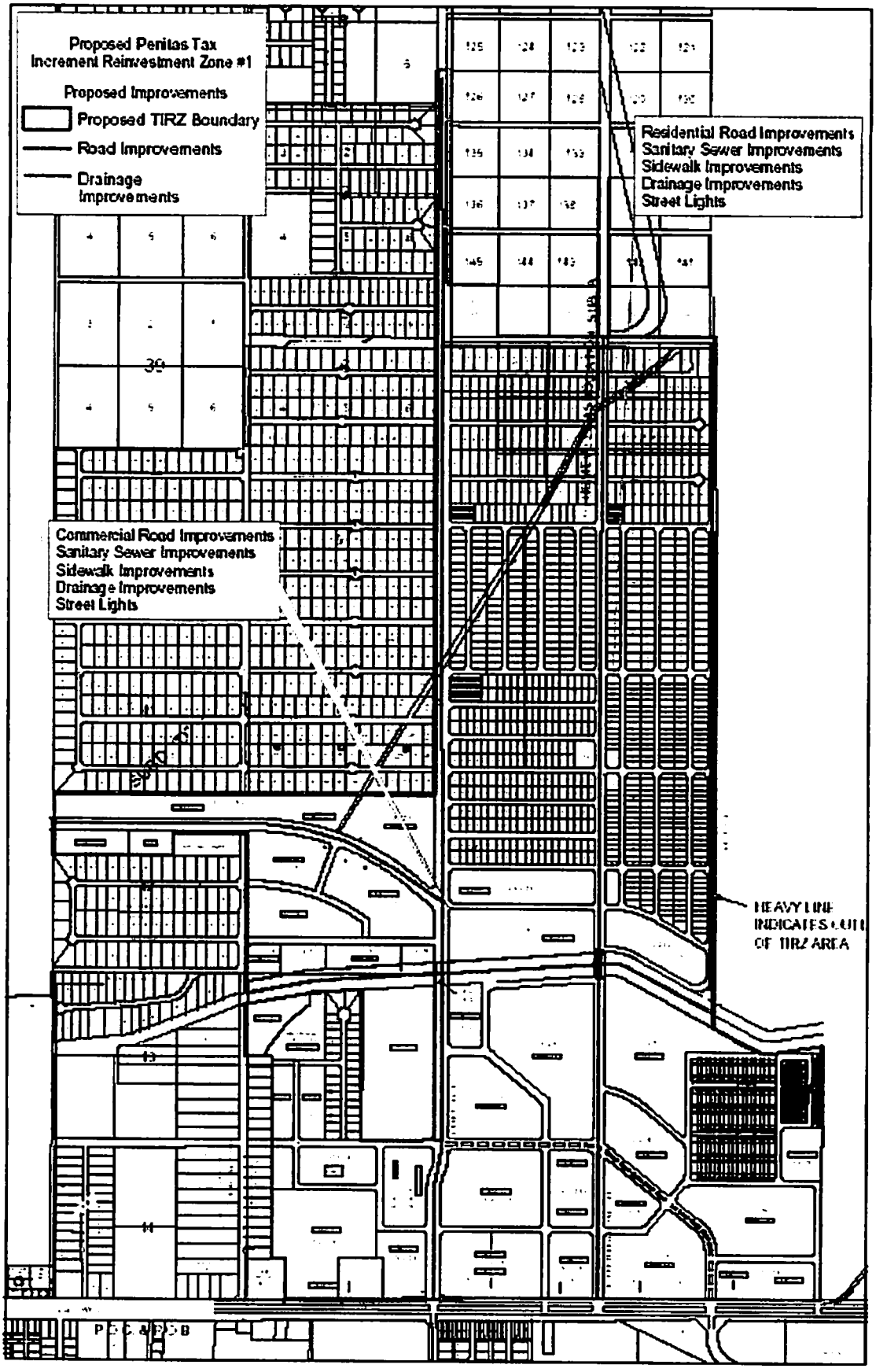
C. PROPOSED LAND USES

D. PROPOSED IMPROVEMENTS


Proposed Penitas Tax Increment Reinvestment Zone #1
Proposed TIRZ Boundary
HEAVY LINE INDICATES CUTL OF TIRZ AREA
P.O.C. & P.O.B.


Proposed Penitas Tax
Increment Reinvestment Zone #1
Current Land Use
Proposed TIRZ Boundary
Vacant/Green Space
HEAVY LINE
INDICATES LOCATION
OF TIRZ AREA


Proposed Penitas Tax Increment Reinvestment Zone #1
Proposed Land Use
Proposed TIRZ Boundary
Commercial
Residential
Public/Greenspace
MultiFamily
Light Industrial
HEAVY LINE INDICATES CUTL OF TIRZ AREA


Proposed Perritas Tax Increment Reinvestment Zone #1
Proposed Improvements
Proposed TIRZ Boundary
Road Improvements
Drainage Improvements
Residential Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
Commercial Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
HEAVY LINE INDICATES OUT OF TIRZ AREA

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF:

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D" ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3 BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 205, 206, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83, AND INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 159, 162, 169, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S. EXPRESSWAY 83, AND INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 129, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A."

AND, IN PART

ALL OF LOT 1, BELL NO 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,303 02 FEET OF THE SOUTH 64 0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U S EXPRESSWAY 83

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713 98 ACRE TRACT AND WHOSE 713 98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **SOUTHWEST CORNER** AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT,

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375 0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION A DISTANCE OF 126 42 FEET TO A ½ DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

VOLUME 31, PAGE 17o, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ¾ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.56 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3 BLOCK 42 HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **NORTHWEST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO 1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT.

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

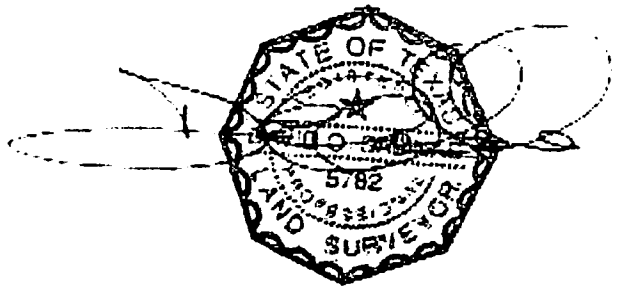
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE **NORTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE **SOUTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE **POINT OF BEGINNING**, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR THIS AREA.

N:\SUBDIVISION PLATS\ZONING\AMENT\REINVESTMENT ZONE\METES AND BOUNDS 713.98 ACRES



APPENDIX B

Economic Feasibility Study

The study is currently underway. It will be concluded before the project plan is finalized.

CITY OF PENITAS, Texas, Ordinance No. 2005-01

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 2004-05, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PEÑITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

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FROM :

WHEREAS, at the public hearing on November 3, 2004, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEREAS, the total appraised value of taxable real property in the proposed zone and all other tax increment reinvestment zones previously created by the City is $0; and

WHEREAS, the total appraised value of taxable real property taxable by Hidalgo County, in which the proposed zone is located, is approximately $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the La Jolla Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas

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Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas

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Tax Code, further finds and declares:

(1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the CITY OF PEÑITAS;

(2) That the total appraised value of taxable real property in the proposed zone does not exceed fifteen percent of the total appraised value of taxable real property in the City;

(3) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Hidalgo County, the La Jolla Independent School District, the South Texas Independent School District, the South Texas College District, and the Hidalgo County Drainage District #1; and

(4) That the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. Designation of the Zone

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over, the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B" to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number One, CITY OF PEÑITAS, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(1) and (2) of the

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Texas Tax Code.

Section 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. Failure of any other taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any

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position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 6 of this Ordinance that may be

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reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 4. Duration of the Zone

That the Zone shall take effect immediately upon passage of the ordinance, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 6 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That pursuant to Section 311.012(c), Texas Tax Code, the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax

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Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 7. **Severability**

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this

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Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 11th day of February, 2005.

APPROVED this 11th day of February, 2005.

Mayor, Servando Ramirez

Cindy Hernandez, City Secretary

EXHIBIT "A"

BOUNDARY DESCTIPTION

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND,
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 06, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3, BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION,

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 105, 106, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83, AND, INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 159 162, 169, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S EXPRESSWAY 83, AND, INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 126, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A,"

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 2 OF 8

AND, IN PART

ALL OF LOT 1, BELL NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83,

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713.98 ACRE TRACT AND WHOSE 713.98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375.0 FEET TO A ¼ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 126.42 FEET TO A 1/2 DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 3 OF 8

VOLUME 31, PAGE 176, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.50 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 4 OF 8

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
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FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO.1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

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PAGE 7 OF 8

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

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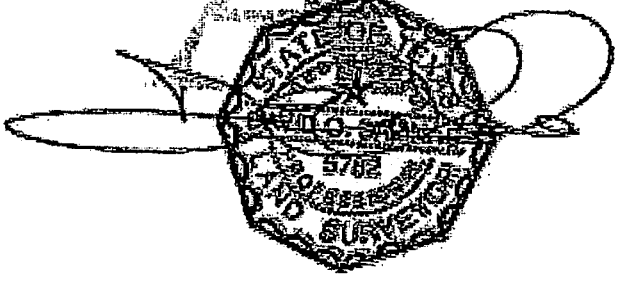
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE POINT OF BEGINNING, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR THIS AREA

N:\SUBDIVISION\PLATS\TAXINCREMENTREINVESTMENTZONE.SUB\METESANDBOUNDS.713.98ACRES



AMENDMENT

TO

INTERLOCAL AGREEMENT

AMONG

THE CITY OF PENITAS, TEXAS,

HIDALGO COUNTY, TEXAS,

AND

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

This amendment (the "Amendment") is made by and among the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, Texas, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors) and amends that certain Interlocal Agreement among the City, the County and the Zone (the "Agreement").

WITNESSETH:

WHEREAS, on November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan; and

WHEREAS, on February 14, 2005, the County originally determined to enter into the Interlocal Agreement but such Interlocal Agreement was not entered into and on October 14, 2008, the County determined to enter into the Interlocal Agreement subject to completion of certain legal and audit review of the Interlocal Agreement; and,

WHEREAS, such review raised concerns about the interaction of Article III and certain other parts of the Interlocal Agreement particularly with respect to the applicable rate of participation by the County ; and

WHEREAS, following such review and discussions of concerns about the effect of Article III of the Interlocal Agreement, on March 3, 2009, the County entered into the Interlocal Agreement with the acknowledgment from the City and the Zone that Article III of the Interlocal Agreement controls any provisions to the contrary, whether in the Interlocal Agreement's exhibits or otherwise, concerning any higher rate of participation by the County; and

WHEREAS, it is in the best interests of the parties to clarify the Interlocal Agreement to confirm the applicable rate of participation by the County.

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

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

2. **Tax Increment Participation by County**. Notwithstanding any provision to the contrary in the Interlocal Agreement, including the Project Plan and other exhibits thereto, or any other document or agreement, the parties agree that for the purpose of calculating the County's contribution into the Tax Increment Fund, Article III of the Interlocal Agreement shall control over any higher tax rate or calculation.

3. **Commissioners Court Authorization**. This Amendment was authorized by Order of the Commissioners Court dated the 3rd day of March, 2009, authorizing the County Judge to execute this Amendment on behalf of the County.

4. **Severability.** In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained. In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in the Interlocal Agreement as amended hereby.

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

6. **Ratification of Interlocal Agreement**. The Interlocal Agreement, as amended hereby, is ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this 3rd day of March, 2009.

CITY OF PENITAS, TEXAS

_____
Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

_____
City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

_____
City Attorney
Date: _____
_____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk
Date: _____

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

By: _____
Name: Stephen L. Crain
Date:_____

REINVESTMENT ZONE NUMBER ONE,
CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

_____
By:_____
Name: _____
Title: Secretary, Board of Directors
Date: _____

AI-14202 **21.A.1.**

Pct #2 BCAP Transfer

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Border Colonia Access Program (1311):
Approval of 2009 interdepartmental transfer within the Border Colonia Access Program from Road Runner#2 (program 620) to Eldora Gardens (program 252) in the total amount of $50,611.50 to cover funds for cost of drainage contract needed to complete part of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-0-73X

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

BUDGETARY IMPACT:

From 620-0-733 and 734 to 252-0-733 in the amounts of $3,450.24 and $47,161.26 (respectively). Funding available for transfer as of 2-26-09

Attachments

Link: LIT

Link: Fund balance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	02/24/2009 04:05 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 07:37 AM	APRV
3	Dale Kennan	Dale Kennan	02/26/2009 09:04 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/24/2009 09:31 AM

Final Approval Date: 02/27/2009

INTER-DEPARTMENTAL TRANSFER

DATE: February 11, 2009

DEPARTMENT HEAD: Agapito Vargas, Jr.

DEPARTMENT NAME: Colonia Access Program

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX BCAP

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1311-431-00-122-620-0-733	RoadRunner #2-Drainage Ditches	(3,450.24)
9-1311-431-00-122-620-0-734	RoadRunner #2-Subdivision Streets	(47,161.26)
TO:		
9-1311-43100-122-252-0-733	Eldora Gardens-Drainage Ditches	$ 50,611.50
	Total Budget (Increase/Decrease)	**$0.00**

REASON: TRANSFER TO COVER FUNDS FOR COST OF DRAINAGE CONTRACT NEEDED TO COMPLETE PART OF PROJECT. FUND TRANSFERS FOR COLONIAS DRAINAGE PROJECT ARE NOT RESTRICTED TO THE 25% ROADWORK LIMITATION.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

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
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-620-0-733	ROADRUNNER #2-DRAINAGE DITCHES	3,450.24	.00	.00	.00	3,450.24	.00
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	117,471.17	57,327.86	.00	.00	60,143.31	48.80
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**120,921.41**	**57,327.86**	**.00**	**.00**	**63,593.55**	**47.41**
9 YEAR		**120,921.41**	**57,327.86**	**.00**	**.00**	**63,593.55**	**47.41**

AI-14288 **21.A.2.**

2009 Interdpt for Pct 2 Drain Improvement Project (1202)

CC REGULAR

Date:	03/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct 2 (1202)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 Drain Improvement Project (1202):
Approval of 2009 interdepartmental transfer within Pct. #2 from Paved/Unpaved Roads (program 006) to Drainage Improvement Project (program 034) in the amount of $100,000.00 to fund right-of-way for the drain project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-0XX-0-711

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

BUDGETARY IMPACT:

From 006 to 034 in the amount of $100,000.00. Funding available for transfer as of 2/26/09.

Attachments

Link: Interdepartmental transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 03:33 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/26/2009 04:38 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Dale Kennan Started On: 02/26/2009 02:32 PM

Final Approval Date: 02/27/2009

DATE: February 26, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
for Pct 2 R&B and Drin Improv Project (1202)

ACCOUNT NUMBER: 9-1202-431-00-122-0XX-0-711

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
9-1202-431-00-122-006-0-711	PCT.2 P/U RD-ROW	(100,000.00)
9-1202-431-00-122-034-0-711	PCT.2 DRAIN IMPRV PRJ-ROW	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:
Transfer from PCT.2 P/U RD-ROW to PCT.2 DRAIN IMPRV PRJ-ROW to fund Drainage Improvement Project expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-14224 **21.A.3.**

93rd DC Interdepartmental Transfer
CC REGULAR

Date: 03/03/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

93rd District Court (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration Contingency to 93rd District Court in the amount of $31,150.43 to fund the purchase of court audio/visual equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available as of 02/26/09

Reference: PO#614243
Note: Transfers had been made in 2008 for this purchase, but due to the holidays and further time to complete project, the monies are being transferred to be made available to fund this project now in 2009.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/27/2009 11:43 AM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 01:36 PM	APRV
3	Veronica Lopez	Veronica Lopez	02/27/2009 02:31 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rolando Garcia Started On: 02/24/2009 05:15 PM

Final Approval Date: 02/27/2009

DATE: February 24, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for 93rd District Court

AI-14224

ACCOUNT NUMBER: 9-1100-41X-00-XXX-00X-0-XXX

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
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(31,150.43)
9-1100-412-00-002-001-0-664	93RD DC-OTHER MINOR EQUIPMENT	$23,574.23
9-1100-412-00-002-001-0-748	93RD DC-OTHER EQUIPMENT	$7,576.20
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to fund anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14233 **21.A.4.**

2009 interdept for BCAP-Pct 2

CC REGULAR

Date:	03/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	BCAP-Pct 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Border Colonia Access Progam:
Approval of 2009 interdepartmental transfer within the Border Colonia Access Program from various programs to various programs in the total amount of $7,000.00 to fund indirect costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1311-431-00-122-XXXX-X-XXX

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

BUDGETARY IMPACT:

From various programs & objects to various programs & objects in the total amount of $7,000.00 to fund program indirect costs.

Note: Eldora Gardens obj 841 is pending a transfer (AI-14286) in the amount of $33,783.31.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Agenda Item 14283 will transfer additional funding into account number 9-1311-431-00-122-252-0-841

Attachments

Link: 2009 interdpt for Pct 2 BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/27/2009 05:01 PM	PEND
2	Rey Salazar	Rey Salazar	02/27/2009 04:30 PM	APRV

3	Auditor's Office	02/27/2009 05:01 PM	NEW
Form Started By: Dale Kennan		Started On: 02/25/2009 11:33 AM	
Final Approval Date: 02/27/2009			

DATE: February 27, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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
9-1311-431-00-122-580-1-841	PCT 2-RSW UNIT #1-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-605-1-841	PCT 2-RED BARN-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-240-1-841	PCT 2-EL CHARRO #2-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-252-0-841	PCT 2-ELDORA GARDENS-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-484-1-841	PCT 2-MORNING SUN-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-740-0-733	PCT 2-TINY ACRES-DRAINAGE DITCHES	$ (1,000.00)
9-1311-431-00-122-767-1-733	PCT 2-VAL BAR ESTATES-DRAINAGE DITCHES	$ (1,000.00)
9-1311-431-00-122-580-1-312	PCT 2-RSW UNIT #1-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-605-1-312	PCT 2-RED BARN-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-240-1-312	PCT 2-EL CHARRO #2-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-252-0-312	PCT 2-ELDORA GARDENS-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-484-1-312	PCT 2-MORNING SUN-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-740-0-312	PCT 2-TINY ACRES-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-767-1-312	PCT 2-VAL BAR ESTATES-INDIRECT COST	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund indirect cost for BCAP Precinct 2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14303 **21.A.5.**

Interdepartmental Transfer to fund Pct#1 Drainage Improvements Project Mile 13 North & Mile 6 West.(1339)

CC REGULAR

Date: 03/03/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #1 Drainage Improvement Project CO 2009 (1339):
Approval of 2009 Interdepartmental transfer within Certificate of Obligation 2009 Series Drainage Improvement Project from Program 052 Other to Drainage Ditches to fund Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-052-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-890-->9-1339-431-00-121-XXX-0-733 $453,229.00
Available balance as of 2-27-09 $1,506,000.00

Program number Pending for Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West
Auditors to assign a new Program number.

Attachments

Link: inter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 01:37 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/27/2009 04:15 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Manuel Chapa — Started On: 02/27/2009 11:18 AM

Final Approval Date: 02/27/2009

DATE: February 27, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#1 Drainage Improvement Project (1339)

AI# 14303

ACCOUNT NUMBER: 9-1339-431-00-121-067-0-733

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
9-1339-431-00-121-052-0-890	C.O. 2009- Pct # 1 - Drainage Improvement Project - Other	(453,229.00)
9-1339-431-00-121-067-0-733	C.O. 2009- Pct # 1 - Drainage Impr. Proj. - Drainage Ditches	453,229.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14305 **21.A.6.**

2009 Interdepartmental transfer for Precinct 3 Moorefield Road/Mile 5 Drainage Improvement Project (1339)

CC REGULAR

Date:	03/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 Moorefield Road/Mile 5 (1339):
Approval of interdepartmental transfer from within Certificates of Obligation Series 2009 Pct.3 Drainage Improvement Project (program 049) to Precinct 3 Moorefield Road/Mile 5 drainage project (program 069) in the amount of $165,000.00 to fund the drainage improvement project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-123-049-0-890-->9-1339-431-00-123-069-0-713; $ 15,000.00
9-1339-431-00-123-049-0-890-->9-1339-431-00-123-069-0-733; $150,000.00

Amount available as of 02/27/09.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/27/2009 02:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 03:12 PM	APRV
3	Roland Garcia (Originator)	Rolando Garcia	02/27/2009 04:26 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rolando Garcia Started On: 02/27/2009 01:23 PM

Final Approval Date: 02/27/2009

DATE: February 27, 2009

2009
Transfer

AI-14305

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management
Pct.3 Moorefield Road/Mile 5 Drainage Improvement Project (1339)

ACCOUNT NUMBER: 9-1339-431-00-123-0XX-0-XXX

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-123-049-0-890	CO2009 PCT3 DRAIN IMPRV-OTHER	$ (165,000.00)
9-1339-431-00-123-069-0-713	CO2009 PCT3 MOOREFIELD RD/MILE 5 DRAIN IMPRV PROJ-EASEMENTS	$15,000.00
9-1339-431-00-123-069-0-733	CO2009 PCT3 MOOREFIELD RD/MILE 5 DRAIN IMPRV PROJ-DRAINAGE DITCHES	$150,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to fund the Moorefield Road/Mile 5 Drainage Improvement Project in Pct.3

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

AI-14308 **21.A.7.**

Interdept transfer from Countywide Contingency to Co. Clerk Record Archive (1100)

CC REGULAR

Date:	03/03/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	County Clerks
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

County Clerk Record Archive (1100):
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to County Clerk Record Archive in the amount of $32,082.78 to reverse various transactions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 2/27/2009 - $162,154.98

Attachments

Link: Transfer 03-03-09

Link: Detail Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/27/2009 03:38 PM	APRV
2	Budget & Management	Dina Trevino	02/27/2009 04:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 04:33 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/27/2009 03:16 PM

Final Approval Date: 02/27/2009

DATE: February 27, 2009

DEPARTMENT HEAD: Raul Silguero Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management c/o Co Clerk Record Archive

ACCOUNT NUMBER: 8-1100-415-40-180-002-0 XXX

SUBJECT: Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental 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	(32,082.78)
TO			
8-1100-415-40-180-002-0	113	CO CLERK RECORD ARCHIVE-PERM F/T EMPLOY	27,437.61
8-1100-415-40-180-002-0	220	CO CLERK RECORD ARCHIVE-FICA	2,098.97
8-1100-415-40-180-002-0	230	CO CLERK RECORD ARCHIVE-RETIREMENT	2,409.02
8-1100-415-40-180-002-0	250	CO CLERK RECORD ARCHIVE-UNEMPLOYMENT COM	137.18
		TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

TO REVERSE VARIOUS SALARY SWEEP TRANSACTIONS FOR THE YEAR 2008. SEE ATTACHMENT.

SIGNATURE

/ /

HIDALGO COUNTY

Department Of Budget & Management

2008 SALARY SWEEP SUMMARY

Salary Sweep Date	AI #	Account Number	Department Name	Salaries Obj. 113	FICA Obj. 220	Retirement Obj. 230	Unemployment Obj. 250	Total Sweep
5/12/2008	9182	1100-415-40-180-002-0	CO CLERK RECORD ARCHIVE	19,586.76	1,498.39	1,719.72	97.93	22,902.80
9/23/2008	11298	1100-415-40-180-002-0	CO CLERK RECORD ARCHIVE	6,740.95	515.68	591.86	33.70	7,882.19
11/12/2008	12199	1100-415-40-180-002-0	CO CLERK RECORD ARCHIVE	473.52	36.22	41.57	2.37	553.68
12/18/2008	12854	1100-415-40-180-002-0	CO CLERK RECORD ARCHIVE	636.38	48.68	55.87	3.18	744.11
			Total:	**27,437.61**	**2,098.97**	**2,409.02**	**137.18**	**32,082.78**

AI-14310 **21.A.8.**

2008 interdpt for County Wide Vehicle Insurance (1100)

CC REGULAR

Date:	03/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Co. Wide Insurance
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

County Wide Vehicle Insurance (1100):
Approval of 2008 interdepartmental transfer from County Wide Administration to County Wide Vehicle Insurance in the amount of $27,708.57 to fund Montalvo Insurance adjustment for additional county vehicles purchase in 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-41X-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

From Co. Wide Adm. to Co. Wide Vehicle Insurance in the amount of $27,708.57. Funding available for transfer as of 2/27/09.

Attachments

Link: 2008 interdpt for County Wide Vehicle Insurance (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 04:19 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/27/2009 04:27 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Dale Kennan — Started On: 02/27/2009 04:03 PM

Final Approval Date: 02/27/2009

DATE: February 27, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for Co. Wide Vehicle Liability Ins. (1100)

ACCOUNT NUMBER: 8-1100-41X-00-115-0XX-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
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(27,708.57)
8-1100-419-00-115-025-0-522	INSURANCE-VEHICLE LIABILITY INSURANCE	$27,708.57
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to INSURANCE-VEHICLE LIABILITY INSURANCE to fund 2008 adjustment from Montalvo Insurance (in the amount of $30,610.00 for additional county vehicles).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14313 **21.A.9.**

Interdept. transfer to fund Aguilar and Fike Ponds (
CC REGULAR

Date:	03/03/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Precinct#4 - Drainage Improvement Project CO 2009 Series (1339):
Approval of 2009 Interdepartmental transfer within Certificate of Obligation 2009 Series - Drainage Improvement Project from Program 036 - Other to Drainage Ditches to fund Aguilar and Fike Ponds.

BACKGROUND

Aguilar and Fike Ponds: 102.66 gross Acres

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-XXX-0-733 $485,200.00
Available balance as of 2-27-09 $6,750,000.00

Attachments

Link: inter

Form Routing/Status

Form Started By: Manuel Chapa	Started On: 02/27/2009 04:33 PM
Final Approval Date: 02/27/2009	

DATE: February 27, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1339)

AI# 14313

ACCOUNT NUMBER: 9-1339-431-00-124-038-0-733

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
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(485,200.00)
9-1339-431-00-124-038-0-733	C.O. 2009- Pct # 4 - Drainage Impr. Proj. - Drainage Ditches Aguilar 47	225,254.55
9-1339-431-00-124-039-0-733	C.O. 2009- Pct # 4 - Drainage Impr. Proj. - Drainage Ditches -Fike 55ac	259,945.45
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund Aguilar and Fike ponds, 47.66 and 55 Ac respectively.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14266 **21.B.1.**

Appropriation for South Tower Park ongoing construction project
CC REGULAR

Date:	03/03/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 Parks (1212):
Approval of 2009 appropriations of funds for Precinct #2 Parks (1212) in the amount of $96,060.00 to fund the South Tower Park Project.

BACKGROUND

P.O. #614127 for CAS Companies (Approval on 11/18/2008)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1212-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/25/2009 in fund balance

FISCAL YEAR: **ACCT. #:** 9-1212-452-00-122-008-0-720

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

BUDGETARY IMPACT:

Appropriation in the amount of $96,060.00. Funding available in fund balance as of 2/27/09.

Attachments

Link: Appropriation For Pct 2 Parks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:57 AM	APRV
2	Dale Kennan	Dale Kennan	02/27/2009 08:49 AM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/25/2009 04:56 PM

Final Approval Date: 02/27/2009

DATE: February 25, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 Parks

ACCOUNT NUMBER: 9-1212-452-00-122-008-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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
9-1212-452-00-122-008-0-720	PARKS PCT.2-BUILDINGS	$96,060.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 96,060.00

REASON: Appropriation needed for constructions of restroom and storage building at the South Tower Park & to increase PO #614127 for CAS Companies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14240 **21.B.2.**

Pct# 4 - Appropriation of funds for Road & Bridge- expected expenses (1204)

CC REGULAR

Date: 03/03/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 P/U Rd (1204):
Approval of 2009 appropriation of funds for Precinct #4 - Paved/Unpaved in the amount of $300,000.00 to cover expected expenses.

BACKGROUND

To fund expected expenses.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $300,000.00. Funds available for appropriation as of 2/26/09.

Object Code	Appropriation Amount
346	100,000
613	30,000
673	60,000
679	30,000
681	20,000
734	60,000
Total	300,000

Attachments

Link: 2009 Appropriation (1204)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/26/2009 03:27 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Jr. Munoz

Started On: 02/25/2009 02:19 PM

Final Approval Date: 02/27/2009

DATE: March 2, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

2009
Appropriation
AI#14240

DEPARTMENT NAME: Pct. #4 R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

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
9-1204-431-00-124-007-0-346	Pct. 4 P/U Rd - Hauling & Freight Services	100,000.00
9-1204-431-00-124-007-0-613	Pct. 4 P/U Rd - Safety Supplies	30,000.00
9-1204-431-00-124-007-0-673	Pct. 4 P/U Rd - Road Materials	60,000.00
9-1204-431-00-124-007-0-679	Pct. 4 P/U Rd - Other R&M Supplies	30,000.00
9-1204-431-00-124-007-0-681	Pct. 4 P/U Rd - Vehicle R&M Supplies	20,000.00
9-1204-431-00-124-007-0-734	Pct. 4 P/U Rd - Subdivision Streets	60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**300,000.00**

REASON: To Cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14309 **21.B.3.**

Appropriation of Funds for Notes Payable (1401)

CC REGULAR

Date: 03/03/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Notes Payable (1401):
Approval of 2009 appropriation of funds to Notes Payable in the amount of $1,000.00 for fiscal agent fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1401-475-00-000-000-0-865
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $1,000.00. Funding available for transfer as of 2/27/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 04:18 PM	APRV
2	Dale Kennan	Dale Kennan	02/27/2009 04:44 PM	APRV
3	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Sergio Cruz — Started On: 02/27/2009 03:46 PM

Final Approval Date: 02/27/2009

DATE: March 3, 2009

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR NOTES PAYABLE

SUBJECT: Budget Amendments (increases) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the 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
9-1401-475-00-000-000-0- 865	NOTES PAYABLE-FISCAL AGENT FEES	1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**1,000.00**

REASON: TO FUND FISCAL AGENT FEES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-14299 **21.C.1.**

Pct. 4 Drainage Improvement Project - Position Reclassificiation
CC REGULAR

Date:	03/03/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 4
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #4 Drainage Improvement Project (1204):
A. Approval to reclassify slot no. 0001 from Director of Construction, budgeted salary $50,925 to Director of Operations, budgeted salary $60,000. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.
B. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: Personnel Adjustment Request Form
Link: Reclassification Form
Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Angela Garcia	02/27/2009 08:41 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/27/2009 04:32 PM	APRV
3	Budget & Management	Veronica Lopez	02/27/2009 04:35 PM	APRV
4	Manuel Chapa		02/27/2009 05:01 PM	PEND

Form Started By: Rosie Cantu — Started On: 02/26/2009 04:54 PM

Final Approval Date: 02/27/2009

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: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 3, 2009 **Agenda Item:** AI-14299

Summary of request/proposal:

Pct. 4 Drainage Improvement Project is requesting approval to reclassify slot no. 0001 from Director of Construction, budgeted salary $50,925 to Director of Operations, budgeted salary $60,000. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1204	Director of Construction	Director of Operations	0001	113	50,925.00	60,000.00	9,075.00
					50,925.00	60,000.00	9,075.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-036-0- 113	PCT.4 Drainage Impr. Prj.- PERM F/T EMPLOYEES	$7,266.95
9-1204-431-00-124-036-0- 211	PCT.4 Drainage Impr. Prj.- HEALTH INSURANCE	$3,334.39
9-1204-431-00-124-036-0- 212	PCT.4 Drainage Impr. Prj.- LIFE INSURANCE	$21.62
9-1204-431-00-124-036-0- 220	PCT.4 Drainage Impr. Prj.- FICA	$555.92
9-1204-431-00-124-036-0- 230	PCT.4 Drainage Impr. Prj.- RETIREMENT	$655.48
9-1204-431-00-124-036-0- 250	PCT.4 Drainage Impr. Prj.- UNEMPLOYMENT COMP	$36.33
9-1204-431-00-124-036-0- 260	PCT.4 Drainage Impr. Prj.- WORKER'S COMP	$717.25
	2009 Budgetary Impact	$12,587.94

2010 Budgetary Impact: $15,719.89

Possible Funding Sources: **General Fund**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1204-431-00-124-036-0

AI - 14299

Pct. 4 Drainage Improvement Project

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	
		DIRECTOR OF OPERATIONS			**60,000.00**				**60,000.00**	**60,000.00**						
1	113	~~DIRECTOR OF CONSTRUCTION~~	~~48,500.00~~	~~0.00~~	~~48,500.00~~	~~0.05~~	~~2,425.00~~	~~0.00~~	~~50,925.00~~	~~50,925.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~50,925.00~~
2	113	ASSISTANT DIRECTOR OF CONSTRUCTION	45,000.00	0.00	45,000.00	0.05	2,250.00	0.00	47,250.00	47,250.00	0.00	0.00	0.00	0.00	0.00	47,250.00
3	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	38,500.00	0.00	38,500.00	0.05	1,925.00	0.00	40,425.00	40,425.00	0.00	0.00	0.00	0.00	0.00	40,425.00
4	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	38,500.00	0.00	38,500.00	0.05	1,925.00	0.00	40,425.00	40,425.00	0.00	0.00	0.00	0.00	0.00	40,425.00
5	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
6	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
7	113	BULLDOZER - HEAVY EQUIPMENT OPERATOR	29,500.00	0.00	29,500.00	0.05	1,475.00	525.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
8	113	PIPE LAYER/FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
9	113	PIPE LAYER/FITTER	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	113	LABORER - DRAINAGE/CONSTRUCTION	20,000.00	0.00	20,000.00	0.05	1,000.00	1,000.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
11	113	LABORER - DRAINAGE/CONSTRUCTION	20,000.00	0.00	20,000.00	0.05	1,000.00	1,000.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
13	113	DRAFTING TECHNICIAN II	35,000.00	0.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	113	CONSTRUCTION MANAGER	42,500.00	0.00	42,500.00	0.05	2,125.00	0.00	44,625.00	44,625.00	0.00	0.00	0.00	0.00	0.00	44,625.00
			426,500.00	0.00	426,500.00		21,325.00	5,075.00	452,900.00	389,150.00	0.00	0.00	0.00	0.00	0.00	389,150.00

Approval to reclassify slot no. 0001 from Director of Construction, budgeted salary $50,925 to Director of Operations, budgeted salary $60,000. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COMM. PCT NO.4 - DRAINAGE IMPROV. PROJ. (124-036) **DATE:** 02/27/2009

CURRENT POSITION TITLE: DIRECTOR OF CONSTRUCTION **CURRENT SLOT. #:** 001

REQUESTED POSITION TITLE: DIRECTOR OF OPERATIONS
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 50,925.00 (Current Budgeted Salary) $ 60,000.00 (Proposed Budgeted Salary) $ 9,075.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

This position has been given greater responsibilities for completing what are now multiple drainage projects within Precinct 4. To include the construction of two (2) Large Retention ponds.

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

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

Old and New Job Descriptions are attached.

See attached Projects outline -

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Recommend Reclassification to Director of Operations - Position budget level $60,000.00.

1.	Oscar L. Garza, Jr. by [illegible] / DEPARTMENT HEAD	2/27/09 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/27/2009 / DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: COMM. PCT. NO. 4 –DRAINAGE IMPRO. PROJECT **REQUEST DATE: 02/26/09**

DEPARTMENT NUMBER: 124 **PROGRAM NUMBER: 036**

CURRENT SLOT #: 001

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT

DIRECTOR OF CONSTRUCTION	$50,925.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED ADJUSTMENT:

DIRECTOR OF OPERATIONS	$60,000.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

DIRECTOR OF OPERATIONS	$60,000.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS: REVIEWED AND RECOMMENDED by the RECLASSIFICATION COMMITTEE.

SIGNATURES

Human Resources Representative	**Date**
Norma G. García	02/27/09
County Treasurer Representative	**Date**
	2/27/2009.
Budget & Management Representative	**Date**

HIDALGO COUNTY

Precinct 4 – Drainage Improvement Project NEW

JOB TITLE: DIRECTOR OF OPERATIONS **FLSA STATUS:** NON-EXEMPT

DEPARTMENT: 124 **CIVIL SERVICES STATUS:** EXEMPT

GENERAL JOB DESCRIPTION:

Plans, organizes, manages, and coordinates labor construction and maintenance activities and projects, using in-house forces, throughout the Precinct 4 drainage system. Work involves overseeing and managing the construction and/or reconstruction of storm drainage systems to include developing maintenance programs for storm water conveyance facilities and reviewing plans and specifications for alternative drainage projects. Other responsibilities include budgeting, accounting, environmental reviews, planning and interacting with consultants and other state and local agencies.

The position of Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED:

1. Manages work priorities and coordinates drainage maintenance and construction projects
2. Performs construction estimate and quantity take-off calculations, prepares legal descriptions and right of way contracts for construction projects.
3. Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems
4. Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects
5. Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations
6. Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
7. Inspects drainage construction projects in progress to ensure compliance with plans and specifications

8. Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities
9. Oversees all clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
10. Coordinate complex construction projects assigned to in-house staff, to include work scheduling meetings, safety meetings, preconstruction review of plans, and oversight of day labor construction in progress to ensure compliance with County standards and plans.
11. Perform other related duties as assigned

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Knowledge, Skills, and Abilities:

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects
Ability to effectively supervise the work of others, establish and maintain effective working relationships with other supervisory staff, employees, outside agencies, and the general public
Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or other governmental agencies

Minimum Qualifications:

Minimum qualifications for this position include a four (4) year college degree from an accredited university or college in construction management or related field and six (6) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

Certificates, Licenses, Registrations:

1. Employee must possess a valid Texas Motor Vehicle Operators License.
2. Employee must be able to be insured by the County's insurance carrier.

Physical Demands and Work Environment:

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

- Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places
- Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50 lbs

- Sitting for extended periods of time
- Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects
- Required to follow all County and Precinct safety policies and procedures

Other Requirements:

Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis.

HIDALGO COUNTY

Precinct 4 – Drainage Improvement Project

OLD

JOB TITLE: DIRECTOR OF CONSTRUCTION **FLSA STATUS:** NON-EXEMPT

DEPARTMENT: 124 **CIVIL SERVICES STATUS:** EXEMPT

GENERAL JOB DESCRIPTION:

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED:

1. Schedules, establishes work priorities, and coordinates drainage maintenance and construction projects
2. Directs through subordinate supervisors, such activities as constructing, repairing, and/or replacing storm and water drainage systems
3. Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems
4. Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects
5. Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations
6. Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
7. Inspects drainage construction projects in progress to ensure compliance with plans and specifications
8. Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities
9. Oversees all clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
10. Perform other related duties as assigned

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

Knowledge, Skills, and Abilities:

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects
Ability to effectively supervise the work of others, establish and maintain effective working relationships with other supervisory staff, employees, outside agencies, and the general public
Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or other governmental agencies

Minimum Qualifications:

A four (4) year college degree from an accredited university or college in construction management or related field and four (4) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

Certificates, Licenses, Registrations:

1. Employee must possess a valid Texas Motor Vehicle Operators License.
2. Employee must be able to be insured by the County's insurance carrier.

Physical Demands and Work Environment:

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

- Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places
- Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50 lbs
- Sitting for extended periods of time
- Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects
- Required to follow all County and Precinct safety policies and procedures

Other Requirements:
Regular attendance is essential. Incumbent must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Incumbent must have the ability to work well with others. Incumbent must be able to perform the essential functions of the position without posing a direct threat to the health and safety of themselves and others. Requested accommodations to work hours and schedules are considered on an individual basis.

AI-14283 **21.C.2.**

Pct. 1 P/U Rd: Deletion of Research & Development Coordinator and approval to create Traffic Specialist III

CC REGULAR

Date:	03/03/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Joseph Palacios
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Pct. #1 P/U Rd. (1201):
A. Approval to delete one (1) vacant regular fulltime Research & Development Coordinator position, slot no. 075, budgeted at $44,100.00.
B. Approval to create one (1) regular fulltime Traffic Safety Specialist III position, slot no. 084, budgeted at $44,100.00.
C. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: Personnel Adjustment Request Forms
Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 11:53 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/26/2009 01:09 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/27/2009 09:31 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Noe Montez — Started On: 02/26/2009 10:26 AM

Final Approval Date: 02/27/2009

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: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 03, 2009 **Agenda Item:** AI-14283

Summary of request/proposal:
Pct. 1 P/U Rd is requesting approval to delete one (1) vacant regular fulltime Research & Development Coordinator position, slot no. 075, budgeted at $44,100.00; and approval to create one (1) regular fulltime Traffic Safety Specialist III position, slot no. 084, budgeted at $44,100.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	Research & Development Coordinator	0075	113	44,100.00	-44,100.00	-44,100.00
1201	Traffic Safety Specialist III	0084	113	0.00	44,100.00	44,100.00
				44,100.00	0.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1201-431-00-121-005-0-	113	PCT.1 P/U RD -	PERM F/T EMPLOYEES	$0.00
9-1201-431-00-121-005-0-	211	PCT.1 P/U RD -	HEALTH INSURANCE	$0.00
9-1201-431-00-121-005-0-	212	PCT.1 P/U RD -	LIFE INSURANCE	$0.00
9-1201-431-00-121-005-0-	220	PCT.1 P/U RD -	FICA	$0.00
9-1201-431-00-121-005-0-	230	PCT.1 P/U RD -	RETIREMENT	$0.00
9-1201-431-00-121-005-0-	250	PCT.1 P/U RD -	UNEMPLOYMENT COMP	$0.00
9-1201-431-00-121-005-0-	260	PCT.1 P/U RD -	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$0.00

2010 Budgetary Impact: **$0.00**

Possible Funding Sources: No Budgetary Impact

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1201-431-00-121-005-0-

AI - 14283

Pct. 1 Paved/Unpaved Rd.

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	
0001	113	CHIEF ADMINISTRATOR	$80,340.00	$0.00	$80,340.00	0.05	$4,017.00	$0.00	$84,357.00	$84,357.00	$0.00	$0.00	$0.00	$0.00	$0.00	$84,357.00
0002	113	BUDGET MANAGER	$67,600.00	$0.00	$67,600.00	0.05	$3,380.00	$0.00	$70,980.00	$70,980.00	$540.00	$0.00	$0.00	$0.00	$0.00	$71,520.00
0003	113	HR COORD	$60,320.00	$0.00	$60,320.00	0.05	$3,016.00	$0.00	$63,336.00	$63,336.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$64,476.00
0004	113	ADMINISTRATIVE ASSISTANT	$56,731.00	$0.00	$56,731.00	0.05	$2,837.00	$0.00	$59,568.00	$59,568.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59,568.00
0005	113	R.O.W. DIRECTOR	$47,731.00	$0.00	$47,731.00	0.05	$2,387.00	$0.00	$50,118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	INVENTORY COOR	$46,800.00	$0.00	$46,800.00	0.05	$2,340.00	$0.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	ACCOUNTANT	$46,800.00	$0.00	$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
0009	113	COORDINATOR	$42,385.00	$0.00	$42,385.00	0.05	$2,119.25	$0.00	$44,504.25	$44,504.00	$360.00	$0.00	$0.00	$0.00	$0.00	$44,864.00
0010	113	SAFETY DIRECTOR	$40,676.00	$0.00	$40,676.00	0.05	$2,034.00	$0.00	$42,710.00	$42,710.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,250.00
0011	113	ASST FIELD/OP DIR	$37,681.00	$0.00	$37,681.00	0.05	$1,884.05	$0.00	$39,565.05	$39,565.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,985.00
0012	113	SPECIAL PROJ COORD	$37,450.00	$0.00	$37,450.00	0.05	$1,872.50	$0.00	$39,322.50	$39,322.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,862.00
0013	113	PAVING SUPVSR	$36,284.00	$0.00	$36,284.00	0.05	$1,814.20	$0.00	$38,098.20	$38,098.00	$960.00	$0.00	$0.00	$0.00	$0.00	$39,058.00
0014	113	SAFETY COORDIN	$36,284.00	$0.00	$36,284.00	0.05	$1,814.20	$0.00	$38,098.20	$38,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,098.00
0018	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$35,307.00
0019	113	TRCK DRIVER I	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,947.00
0021	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$33,937.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,937.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	Maintenance III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0024	113	MAINTENANCE II	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE III	$32,540.00	$0.00	$32,540.00	0.05	$1,627.00	$0.00	$34,167.00	$34,167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,167.00
0027	113	GRANTS SPECIALIST	$32,321.00	$0.00	$32,321.00	0.05	$1,616.00	$0.00	$33,937.00	$33,937.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,937.00
0028	113	TRF CTRL SPC I	$32,018.00	$0.00	$32,018.00	0.05	$1,600.90	$0.00	$33,618.90	$33,619.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,279.00
0029	113	MECHANIC II	$31,027.00	$0.00	$31,027.00	0.05	$1,551.35	$0.00	$32,578.35	$32,578.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,938.00
0030	113	HEAVY EQ OP II	$30,258.00	$0.00	$30,258.00	0.05	$1,512.90	$0.00	$31,770.90	$31,771.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$33,091.00
0031	113	MAINTENANCE III	$29,190.00	$0.00	$29,190.00	0.05	$1,459.50	$540.50	$31,190.00	$31,190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,190.00
0033	113	CLERK/RECEPTIONIST	$28,016.00	$0.00	$28,016.00	0.05	$1,401.00	$599.00	$30,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	MECHANIC I	$28,016.00	$0.00	$28,016.00	0.05	$1,401.00	$599.00	$30,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	HEAVY EQ OP III	$27,857.00	$0.00	$27,857.00	0.05	$1,392.85	$607.15	$29,857.00	$29,857.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$31,237.00
0036	113	HEAVY EQ OP II	$27,852.00	$0.00	$27,852.00	0.05	$1,392.60	$607.40	$29,852.00	$29,852.00	$900.00	$0.00	$0.00	$0.00	$0.00	$30,752.00
0037	113	MAINTENANCE II	$27,852.00	$0.00	$27,852.00	0.05	$1,392.60	$607.40	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0038	113	HEAVY EQ OP II	$27,852.00	$0.00	$27,852.00	0.05	$1,392.60	$607.40	$29,852.00	$29,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,852.00
0039	113	TRUCK DRIVER III	$27,031.00	$0.00	$27,031.00	0.05	$1,351.55	$648.45	$29,031.00	$29,031.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,031.00
0040	113	MAINTENANCE I	$26,807.00	$0.00	$26,807.00	0.05	$1,340.35	$659.65	$28,807.00	$28,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,807.00
0041	113	TRUCK DRIVER III	$26,026.00	$0.00	$26,026.00	0.05	$1,301.30	$698.70	$28,026.00	$28,026.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,866.00
0042	113	MAINTENANCE II	$25,562.00	$0.00	$25,562.00	0.05	$1,278.10	$721.90	$27,562.00	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,562.00
0043	113	TRCK DRIVER III	$25,562.00	$0.00	$25,562.00	0.05	$1,278.10	$721.90	$27,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0044	113	TRCK DRIVER I	$24,607.00	$0.00	$24,607.00	0.05	$1,230.00	$770.00	$26,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	HEAVY EQIPMENT OPERATOR III	$24,607.00	$0.00	$24,607.00	0.05	$1,230.35	$769.65	$26,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0046	113	HEAVY EQ OP I	$24,334.00	$0.00	$24,334.00	0.05	$1,216.70	$783.30	$26,334.00	$26,334.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,814.00
0047	113	TRUCK DRIVER III	$24,334.00	$0.00	$24,334.00	0.05	$1,216.70	$783.30	$26,334.00	$26,334.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,334.00
0048	113	TRUCK DRIVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0049	113	TRCK DRVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0050	113	TRCK DRIVER III	$24,000.00	$0.00	$24,000.00	0.05	$1,200.00	$800.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00

0051	113	HEAVY EQ OP I	$23,483.00	$0.00	$23,483.00	0.05	$1,174.15	$825.85	$25,483.00	$25,483.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,623.00
0052	113	MAINTENANCE I	$23,236.00	$0.00	$23,236.00	0.05	$1,161.80	$838.20	$25,236.00	$25,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,236.00
0053	113	MAINTENANCE I	$23,236.00	$0.00	$23,236.00	0.05	$1,162.00	$838.00	$25,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0054	113	HEAVY EQ OP I	$23,033.00	$0.00	$23,033.00	0.05	$1,151.65	$848.35	$25,033.00	$25,033.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,033.00
0055	113	DATA ENTRY CLERK	$21,988.00	$0.00	$21,988.00	0.05	$1,099.40	$900.60	$23,988.00	$23,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	$21,985.00	$0.00	$21,985.00	0.05	$1,099.25	$900.75	$23,985.00	$23,985.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,405.00
0057	113	MAINTENANCE I	$21,635.00	$0.00	$21,635.00	0.05	$1,082.00	$918.00	$23,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	MAINTENANCE I	$21,635.00	$0.00	$21,635.00	0.05	$1,081.75	$918.25	$23,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0061	113	ADMINISTRATIVE ASSISTANT	$48,256.00	$0.00	$48,256.00	0.05	$2,413.00	$0.00	$50,669.00	$50,669.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,669.00
0071	113	COMMUNITY LIAISON	$42,000.00	$0.00	$42,000.00	0.05	$2,100.00	$0.00	$44,100.00	$44,100.00	$300.00	$0.00	$0.00	$0.00	$0.00	$44,400.00
0072	113	DIRECTOR OF OPERATIONS	$65,265.00	$0.00	$65,265.00	0.05	$3,263.25	$0.00	$68,528.25	$68,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,528.00
0073	113	MAINTENANCE III	$32,000.00	$0.00	$32,000.00	0.05	$1,600.00	$0.00	$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	TIRE REPAIR/MAINTENANCE	$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
~~0075~~	~~113~~	~~REASEARCH & DEVELOPMENT COORDINATOR~~	~~$42,000.00~~	~~$0.00~~	~~$42,000.00~~	~~0.05~~	~~$2,100.00~~	~~$0.00~~	~~$44,100.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0076	113	CONTRACTS MANAGER	$42,000.00	$0.00	$42,000.00	0.05	$2,100.00	$0.00	$44,100.00	$44,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,100.00
0077	113	MECHANIC III	$37,440.00	$0.00	$37,440.00	0.05	$1,872.00	$0.00	$39,312.00	$39,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,312.00
0078	113	DIESEL MECHANIC	$40,000.00	$0.00	$40,000.00	0.05	$2,000.00	$0.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0079	113	GENERAL FOREMAN	$0.00	$50,000.00	$50,000.00	0	$0.00	$8,000.00	$58,000.00	$58,000.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$59,140.00
0080	113	MATERIAL MANAGEMENT MANAGER	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0081	113	CALL CENTER MANAGER	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,000.00
0082	113	HUMAN RESOURCES MANAGER	$0.00	$65,000.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	FIELD OPERATIONS DIRECTOR	$0.00	$65,000.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0084	113	TRAFFIC SAFETY SPECIALIST III	$0.00	$44,100.00	$44,100.00	0	$0.00	$0.00	$44,100.00	$44,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$2,071,723.00	$275,000.00	$2,346,723.00		$103,587.90	$29,012.70	$2,479,323.60	$1,891,234.00	$15,360.00	$0.00	$0.00	$0.00	$0.00	$1,916,594.00

Approval to delete one (1) vacant regular fulltime Research & Development Coordinator position, slot no. 075, budgeted at $44,100.00; and approval to create one (1) regular fulltime Traffic Safety Specialist III position, slot no. 084, budgeted at $44,100.00. Pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1, Dept. 121 **DATE:** 2/26/09

CURRENT POSITION TITLE: Research & Development Coordinator **CURRENT SLOT. #:** 121-005-075

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion of Position

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

POSITION SALARY REQUEST:

Salary Amount: $ 44,100.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (44,100.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Surplus funding

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Due to the current needs of the Precinct we find it necessary to request this adjustment in order to satisfy the immediate requirements in our precinct.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Sylvia A. Handy HR / DEPARTMENT HEAD	2/26/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/26/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 Dept. 121 **DATE:** 2/26/09

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 121-005-075

REQUESTED POSITION TITLE: Traffic Safety Specialist III New (121-005-084)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ $44,100.00 (Proposed Budgeted Salary) $ $44,100.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Surplus of funds pending deletion of position, slot #075.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Due to the demand of traffic safety concerns within the precinct, we are requesting this position to be approved in order to ensure that all precinct roads comply with all safety regulations.

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

Responsible for maintaining all county roads and bridges within the precinct in a safe manor. This includes making sure that all county road traffic control devices or in operable condition.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Sylvia A. Handy	2/26/09	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	sdfgsdfg		PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		2/26/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COUNTY JUDGE'S OFFICE

Job Title:	**Research and Development Coordinator**	**FLSA Status:**	**Exempt**
Dept. Code:	121	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Assists in conducting statistical and demographic research for the development of programs and activities, assisting in grant writing and proposal development. Works in all areas to promote Hidalgo County. Work is performed under the administrative direction of the County Judge.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responsible for various projects assigned by the County Commissioners' Court;
- Works with prospective grants from public and private organizations to coordinate and submit a completed proposal;
- Develops a working relationship with existing departments to aid in growth, the creation of new departments as well as the protection of existing departments;
- Assist in promotional activities and programs for project development purposes including marketing, special events, printed materials, and on going public relations;
- Develops a working relationship with private resources such as Realtors, economic development agencies and federal and urban agencies for program development;
- Attends and represents the County of Hidalgo at weekly meetings held by Commissioners' Court;
- Conducts research and gather statistical and demographic data as deemed necessary;
- Contributes from team effort by performing other related duties as assigned;
- Conducts special research and/or analysis activities related to the county's economic development program;
- Establishes and maintains effective working relationships with local business owners;
- Assesses federal rules and regulations pertaining to community development;
- Provides technical assistance to agency staff, local, state, and federal agency representatives and the general public; develops, implements, and assesses program progress for various activities;
- Compiles statistical and informational data for use in reports;
- Ability to work well with others;
- Regular attendance is a must.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree in Business Administration, Public Administration, Economics, or related field and/or;
- Minimum of five (5) years in Public Administration including but not limited to county, city, or state agency and/or;
- Working knowledge of community resources and development needs including knowledge of the principles and practices of grant writing, economic development and public administration;
- Thorough knowledge of federal, economic, and urban development agencies and programs;
- Must possess effective oral and written communication skills.
- Ability to collect, assemble, and analyze a variety of data;
- Good computer skills including word processing and spreadsheet applications;
- Must possess strong interpersonal skills and have the ability to establish and maintain effective working relationships with diverse range of individuals;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES:

- Ability to read, interprets, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

PHYSICAL DEMANDS:

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

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

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

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

The noise level in the work environment is usually moderate.

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Traffic Safety Specialist III	**FLSA Status:**	Non-Exempt
Dept No:	121	**Civil Service Status:**	Non-Exempt

SUMMARY:
Maintains safe condition on all county roads and bridges within the precincts. Employee will be responsible for all county road traffic control signs/devices.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- May coordinate work schedules for striping and other traffic control projects as needed and directed on county roads.
- May assist in the striping operations and installations of speed buttons as needed and directed on county roads.
- Performs flagging/traffic control operations as directed and needed.
- Patches holes on county roads and/or bridges as needed.
- May operate chainsaw to clear brush from right away.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig holes.
- May assist in installing, assembling and maintaining barricades.
- Loads materials, trash, brush, etc., onto truck. May sometimes unload the same.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Will be responsible for safety-related issues such as insuring job sites have appropriate sing/emblems notifying of road construction.
- Responsible for ensuring that proper safety equipment for construction work zones is issued and posted.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Aide in preparing, logging, filing, & submitted GASB computerized reports.
- Document& submit GASB related avidities to the pertinent department.
- Supports in research for preparing, presenting and submitting reports and/or request to immediate supervisor.
- Records/Monitor and log process of projects.
- Shall be on call (24/7) for traffic emergencies.
- Shall keep computerized log of all daily activities.
- Keep current log of all traffic control related inventory.
- Will order & stock traffic control Inventory/Supplies.

- Shall be commuting to work in order to have all necessary tools, supplies and materials readily available (Traffic cones, Temporary Signs/Barricades, Sign Poles, Hardware, Etc.)
- Shall be assigned a specific territory within precinct for which employee shall maintain all traffic control related signs/devices. (Territories shall be rotated periodically between the 3 traffic control employees in order to ensure familiarity within the entire precinct.)
- May visit job sites of County work crews involved in all phases of operation within the precinct as needed to properly record in-kind reports (Man Power & County Equipment.)
- Attends safety meetings and traffic control meetings, take notes or furnish information.
- Other Duties as required.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE
- High School Diploma or general education degree (GED) preferred; and
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral diagram or schedule form.

- Ability to understand, follow and give oral and written instructions.
- Ability to perform duties of Traffic Safety Specialist I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

Must be able to perform heavy manual labor outdoors within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment

- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

Approved 2001

AI-14314 **21.C.3.**

Tax Office - Alamo Substation

CC REGULAR

Date:	03/03/2009
Submitted By:	Dina Trevino, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Tax Office - Alamo Substation (1100):
1. Approval to create four (4) regular full time Tax Clerk/Cashier positions, slot numbers 0129, 0130, 0131, and 0132, requested budgeted salary $24,820.00 each.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Dina Trevino	02/27/2009 05:15 PM	CREATED
1	Budget & Management (Originator)	Veronica Lopez	03/02/2009 08:33 AM	APRV
2	Roland Garcia	Angela Garcia	03/02/2009 09:16 AM	APRV
3	Rosalinda Cantu			PEND
4	Auditor's Office			
5	Purchasing Department			
Form Started By: Dina Trevino			Started On: 02/27/2009 05:15 PM	

AI-14262 **22.A.4.**

Pool of Professional Consultant to Seek Funding and Assistance through Federal, State, Private Sector(s) And Other Sources

CC REGULAR

Date:	03/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Hidalgo County Professional Consultants To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriff's Office Project(s)" (approved for scoring by CC on 02/17/09);

B. Requesting authority for the Purchasing Department to negotiate a professional consulting services contract with the number one ranked firm for: Professional Consulting Services to Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriff's Office Project(s)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **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 services.

Budget Office will possibly identify funding based on County Purchasing Agents/Commissioners Court discussions, suggestions, comments and or concerns.

Attachments

Link: EVALUATION GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:54 PM	APRV

2	Budget & Management	Veronica Lopez	02/27/2009 07:47 AM	APRV
3	Rey Salazar	Rey Salazar	02/27/2009 01:57 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Vangie Garcia

Started On: 02/25/2009 04:48 PM

Final Approval Date: 02/27/2009

EVALUATION/GRADING GRID
RFP/Q NO: 2008-103-05-21-VYG
"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"

EVALUATION CRITERIA	HOLLIS RUTLEDGE & ASSOC.			DOS LOGISTICS, INC.			TRPSA ATTORNEYS AT LAW			VAZALDUA & ASSOCIATE		
	GRADERS											
	1	2	3	1	2	3	1	2	3	1	2	3
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 indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources	15	14	15	15	12	15	15	12	15	15	12	15
COST: Provides the required turnkey services at a reasonable cost.	20	17	18	10	15	17	15	13	16	17	20	18
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	19	20	20	16	15	20	18	17	20	18	13	20
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	19	20	16	17	20	18	15	20	18	16	19

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	24	23	20	22	25	19	21	25	19	16	23
TOTAL	99	94	96	77	81	97	85	78	96	87	77	95
AVERAGE	96			85			86			86		
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)												

AI-14237 **22.A.5.**

Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate PropertiBuildings (i.e. replacment costs)

CC REGULAR

Date:	03/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid (Options I and II) and approval of contract document (reviewed and approved as to form by asst. district attorney) to the lowest bidder meeting all specifications/requirements and/or terms and conditions as stated in RFB NO: 2009-046-02-18-VYG- Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Propertiers/Buildings (i.e. replacment cost).

BACKGROUND

Vendor will submit the insurance within ten (10) working days as requested in Exhibit C Insurance Documents of RFB, upon notification of award.

See department's recommendation letter.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available balance as of 02-27-09 $220,000.00

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: CONTRACT DOCUMENTATION

Link: RECOMMENDATION LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:43 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:44 AM	APRV
3	Veronica Lopez	Veronica Lopez	02/27/2009 09:11 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Vangie Garcia			Started On: 02/25/2009 01:18 PM	

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

IBF-RFP-RFQ-RFI

RFB OPENING DATE: FEBRUARY 18, 2009 **RFP OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)"

RFP NO: 2009-046-02-18-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Montalvo Insurance Ramon Montalvo Email: ramon@montalvoinsurane.com	EMAILED	VANGIE Y. GARCIA	02/02/09	(P) 956-968-5521 (Cell) 956-472-6021	Weslaco, Texas 78596
2. Arturo Palacios Email: arturopalacios@sbcglobal.net	EMAILED	VANGIE Y. GARCIA	02/02/09	(P) 956-664-0073	
3. MAXIMUS Eric Scapillato	EMAILED	VANGIE Y. GARCIA	02/02/09	(P)888-778-8250 (F) 972-702-6420	33 Dover Drive Delmar, NY 12054
4. RCI TECHNOLOGIES TRACY VIGIL EMAIL: tracyv@rcitech.com	EMAILED	VANGIE Y. GARCIA	02/02/09	(P) 210-366-4127 (F) 210-366-0776	10826 GULFALE ROAD SAN ANTONIO, TX. 78216
5.GIAS-VIP BUSINESS DEVELOPMENT-GLEN S.SCHNELL EMAIL: gschnell@giasinventory.com	EMAILED	VANGIE Y. GARCIA	02/02/09	(P) 513-451-8400 (F) 513-451-8402 (C) 513-235-2289	2010 ANDERSON FERRY RD. CINCINNATI, OH 45238
6.					
7.					
8.					
9.					
10.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: FEBRUARY 18, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)"

BID NO: 2009-046-02-18-VYG	**VANGIE Y. GARCIA**

BID # RFB #	NAME OF COMPANY	OPTION I	OPTION II
#1	ASSETS WORKS APPRAISAL	BUILDING APPRAISAL SERVICES-$14,580.00 ASSETMAXX WEB BASED PERPETUATION OPTION-$1,200.00 EXCEL FILE ANNUAL TREND UPDATE SERVICE-$1,500.00	PHYSICAL INVENTORY AND TAGGING-$13,300.00
#2	RCI TECHNOLOGIES, INC.	$2,000.00 ANNUALLY BASE BID-$29.500.00	NO BID
#3			
#4			
#5			
#6			
#7			
#8			
#9			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-046-03-03

THIS CONTRACT is made and entered into this **3rd** day of **March**, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Maximus, Inc. dba Asset Work Appraisal Of Dallas Texas** ("Corporation").

WHEREAS, Company responded to advertised notices for bids for "**Structure Valuation And Insurance Appraisals of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)"** (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 3, 2009** and ending on **March 2, 2010** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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.

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

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

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

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Maximus, Inc. dba Asset Works Appraisal** **Attn: Eric Scapillato, Regional Director** **13601 Preston Road, Suite 201E** **Dallas, Texas 75240**

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

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

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.

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).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners Court:_____

APPROVED AS TO FORM:

By: Antonio Mendoza
Antonio Mendoza, Assistant District Attorney

Date: 2/23/09

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 2, 2009

_____

_____

_____

RE: HIDALGO COUNTY

RFB NO: 2009-046-02-18-VYG

RFB-Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement cost)

Dear Prospective Bidder:

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 PW

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HDIALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)

RFB NO: 2009-046-02-18-VYG

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications & "B" Bid Page, consisting of 7 pages.
4. Exhibit "C" Insurance Requirements, consisting of 4 pages.
5. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Exhibit "E" Bidder's Affidavit, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Contract Agreement, consisting of 5 pages.
10. Hidalgo County Property Listing Exhibit, consisting of 10 pages.

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar PW

Martha L. Salazar, CPPB, Purchasing Agent

02/02/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID NO: 2009-046-02-18	VANGIE Y. GARCIA	TEL. NO: (956) 318-2626-EXTENSION 4856

REQUEST FOR BIDS

HIDALGO COUNTY
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

FEBRUARY 18, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281 - Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2009-046-02-18-VYG**

1. Sealed bids will be received for **HIDALGO COUNTY-STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs) and all Hidalgo County funding sources, programs, and entities** 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-2009-046-02-18-VYG"-HIDALGO COUNTY -STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERITES/BUILDINGS (i.e. replacement costs)** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 18, 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-2009-046-02-18-VYG-HIDALGOCOUNTY-STRUCTURE VALUATIONS AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs).

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 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
2802 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539 - (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-STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 18, 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 judgement 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.

REQUEST FOR BID FOR

"HIDALGO COUNTY – STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"

(i.e. replacement costs)

BID NO.: 2009-046-02-18-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS
(i.e. replacement costs)

BID NO: 2009-046-02-18-VYG

Specifications, Requirements and Other Terms and Conditions

OVERVIEW:
Hidalgo County (hereinafter referred to as "COUNTY") and all Hidalgo County funding sources, programs, and entities is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s). The initial tem of this contract ***shall commence upon award and fully executed contract*** for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced appraiser(s) for the valuation and insurance appraisals for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs) The information provided in the Request For Bids (hereinafter referred to as "RFB") is only to be used for the purpose of preparing a bid for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs). Request For Bids will be accepted until **9:30 A.M., Wednesday, February 18, 2009**. **ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

1. **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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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.**

2. **BIDDER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

3. **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.

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

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

6. **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.

7. **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.

8. **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Bid (RFB) 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.

9. **HAND DELIVERED BIDS:**
Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

12. **SUBCONTRACTING:**

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

13. **TERM OF CONTRACT:**

The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court 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.

14. **DAVIS BACON ACT (if applicable):**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

15. **REQUEST FOR BIDS:**

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

16. **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.

17. **BIDDER'S QUALIFICATIONS:**

Hidalgo County is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable experienced real estate appraiser(s). Must submit any and all applicable credentials, qualifications with RFB. Photostat copies are acceptable.

18. **PERSONNEL AND STAFFING:**

The bidders 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 bidder's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

19. **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 qualified.

If bidder cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

20. **SCOPE OF SERVICES:**

Hidalgo County is seeking bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFB.

- Bidder(s) submitting bids(s) do so entirely at their expense. There is no expressed or implied obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

- To provide valuations and insurance appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

- Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

  a. Property name, location, tax ID
  b. Square footage
  c. Condition
  d. Status
  e. Normal useful life
  f. Actual cash value
  g. Replacement value
  h. Functional replacement value as defined in the Insurance Services Offices

- The services provided by the quailed experienced appraiser(s) shall include, but are not limited to:
  1. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
  2. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
  3. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

- All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

- The successful proposer(s) and any assigned staff shall qualified and experienced to perform the work being requested in the RFB.

- The successful bidder(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

- The successful bidder(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFB.

- The successful bidder(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

- The successful bidder(s) shall have adequate qualified experienced staff to perform all contract work within the contract time.

- Provide a brief history of your firm, including all names and business addressed under which your firm has operated as requested under #16-RFB- Requirements-Understanding Of Project.

- Identify the professional staff members who would be performing the work, listing their qualifications, experiences, as requested under #17-RFB- Requirements-Personnel and Staffing.

- Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

- Provide your firm's latest financial statements.

- In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the bidder(s) to perform the work. The bidder(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this bidder as may be requested. Hidalgo County reserves the right to reject any bids if the evidence submitted by or investigation of, such bidder(s) fails to satisfy Hidalgo County that such bid(s) is properly qualified to carry out the obligations of the RFB and to complete the work therein.

- Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs).

  Option #1-Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings yearly up-date: Provide prices to update property valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 upon completion of work and County acceptance of the up-dated real property valuation and insurance appraisals reports.

  Option #2 -Bidder(s) may provide a price for (Structure Valuation and Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

21. **BIDDER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Bidder(s) are to provide a bid on bid page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

22. **NUMBER OF COPIES TO BE SUBMITTED:**
Hidalgo County requires one (1) original submittal and three (3) copies.

HIDALGO COUNTY
RFB NO: 2009-046-02-18-VYG
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

BID PAGE

Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs). Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option 1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

All backup documentation required to comply with the bid as stated herein will be attached to this bid page.

OPTION I: $_____
Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) yearly up-date. Provide prices to update property/buildings valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option I upon completion of work and County acceptance of the up-date real property/buildings valuation and insurance appraisals reports.

OPTION II: $_____
Bidder(s) <u>may</u> provide a price for Structure Valuation And Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option II shall reflect a five thousand (5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 EA ACC $ AUTO ONLY: AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ Black American ❒ Hispanic American ❒ Asian Pacific American ❒ Native American ❒ Women ❒ Other **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

Revised121406

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.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09

THIS CONTRACT is made and entered into this _____ day of _____, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____of ____("Company").

WHEREAS, Company responded to advertised notices for bids for "Structure Valuation And Insurance Appraisals of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)" (the "Services"); and

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

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

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

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

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official or Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2009** and ending on _____, and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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.

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.

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

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and

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shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____

_____

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.

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

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to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____ _____
Arturo Guajardo, Jr., County Clerk Date

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners' Court: _____

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

By:_____ Date:_____
Stephen L. Crain

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Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
WAREHOUSE -- EAST BUILDING	E. 107 & 6TH STREET	78539	San Carlos	Owned	10,000	650,000	500,000		S
FENCE	E. 107 & 6TH STREET	78539	San Carlos	Owned	xxxxxx	10,000	0		
WAREHOUSE -- WEST BUILDING	E. 107 & 6TH STREET	78539	San Carlos	Owned	43,000	650,000	100,000		
ELECTIONS ANNEX/OFFICES	101 S. 10TH AVENUE	78539	Edinburg	Owned	4,176	240,000	104,427	1972	B
PHARR WHS -- ELECTIONS	1100 E. Hwy 83	78577	Pharr	Leased		0	2,385,514		
New Voting Machines (04/07/08)							235,000		
WAREHOUSE -- MESH CARTS-SECURITY	E. 107 & 6TH STREET	78539	San Carlos	Owned		0	67,086		
ADMINISTRATION OFFICES (K-Mart Bldg)	2802 S. BUSINESS HWY 281	78539	Edinburg	Owned	55,552	5,092,364	1,118,000	1980	
CHEVRON BLDG - Demolished on 4/08	201 N. CLOSNER	78539	Edinburg	Owned		703,684	**land only**		
NIETOS BLDG - Demolished 4/08	217 N. CLOSNER	78539	Edinburg	Owned		340,386	**land only**		
ROBERT CHEVROLET	317 N. CLOSNER	78539	Edinburg	Owned	22,306	5,700,000	0	1967	Brick
TAMARRON ESTATES - LOTS 50, 51, 52	3714 SO. EXPRESSWAY 281	78539	Edinburg	Donation		475,569	0		
TAMARRON ESTATES - LOTS 1, 2, 3	3714 SO. EXPRESSWAY 281	78539	Edinburg	Donation		369,955	0		
ADMINISTRATION BLDG	100 E. CANO	78539	Edinburg	Owned	105,280	3,500,000	1,118,000		NC-ICM
ANNEX #1-OFFICES/COUNTY CLERK /AUXILIARY COURT	100 N. CLOSNER	78539	Edinburg	Owned	8,360	459,800	100,000	1970	B
TAX OFFICE	503 E. Earling	78589	San Juan	Owned		0	620		
COUNTY CLERK SUBSTATION	419 Nolana, Suite B	78501	McAllen	Donation	900	0	1,090		
COURTHOUSE	100 S. CLOSNER	78539	Edinburg	Owned	58,520	9,619,772	3,000,000	1953	SFR
HIDTA (Portable Bldg) (G)	3100 S. Closner	78539	Edinburg	Owned	3,866	0	250,000	0	SFR
BUILDINGS & GROUNDS (Portable Bldgs)	3100 D & E F H, G CLOSNER (Offices (Main, Techicians), Storage, Garage)	78539	Edinburg	Owned	9,964	2,700,000	300,000	1977	Metal
BUILDINGS & GROUNDS - C	3100 S. Hwy 281	78539	Edinburg	Owned	26,818	667,000	500,000		BM
BUILDINGS & GROUNDS CARPENTARY SHOP	219 E LOEB	78539	Edinburg	Owned	3,552	350,000	5,000		B/F
BUILDINGS & GROUNDS CARPENTARY SHOP - E	3100 S. Hwy 281		Edinburg	Owned	2,116		300,00		Metal

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
AUTO LICENSE - MCALLEN	300 E. HACKBERRY	78501	McAllen	Owned	3,522	193,710	78,000	1979	NC-B
AUTO SUBSTATION/LICENSE - WESLACO	615 SOUTH INTERNATIONAL	78596	Weslaco	Owned	1,944	0	75,000		
AUTO SUBSTATION/LICENSE - SAN JUAN	509 E. EARLING	78589	San Juan	Owned		0	25,000		
AUTO SUBSTATION/LICENSE - MULTI-PURPOSE CENTER P3	722 BREYFOGLE STE. 104	78572	Mission	Owned	2,600	0	110,400		
COMMUNITY SERVICE	2524 N. CLOSNER (contents)	78539	Edinburg	Leased	17,000	0	95,000		SFR
VACANT	2401 N. MOOREFIELD	78572	Mission		25,000	1,500,000	50,000		
TEXAS COOP EXTENSION	410 N. 13TH STREET	78539	Edinburg	Owned	9,952	800,000	125,000	1967	HTB
HOUSE SEIZED FOR TAXES/FUSOSO & DAVILA	LOT 73 RAMSEYER GARDENS SUB	78539	Edinburg	Owned	3,750	55,133	0		HT
Hidalgo County pays for the DPS/Weslaco lease, there are no H/Co employees or H/Co equipment/contents:									
DPS WESLACO	2812 S FM 1015	78536	Weslaco	Leased	2000	0	0		
DPS MISSION - MULTI-PURPOSE CENTER	722 Breyfogle Ste. 102	78572	Mission			0	0		
DPS EDINBURG II	410 N. 13th Avenue		Edinburg	Owned	1,600				
DPS EDINBURG II	1212 S. 25th St.		Edinburg	Owned	1,600				
ADULT PROB BLDG	3100 S. Bus. Hwy 281	78539	Edinburg	Owned	42,186	3,320,692	395,627	2007	Brick/Steel/Concrete
BOOTCAMP -- BARRACKS #1/Edinburg	1000 M ROAD	78539	Edinburg	Owned/Lease	5,952	325,000		1993	ICM
BOOTCAMP -- BARRACKS #2/Edinburg	1000 M ROAD	78539	Edinburg	Owned/Lease	5,952	325,000		1993	ICMS
BOOTCAMP-CLASS/ADMIN/KITCHEN (Contents)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	300,000	1993	
BOOTCAMP (Barracks #1) (Contents Only)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	50,000	1993	
BOOTCAMP (Barracks #2) (Contents Only)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	50,000		
BOOTCAMP-CLASS/ADMIN/KITCHEN (Contents)	1000 M ROAD	78539	Edinburg	Owned/Lease	9,344	650,000	0	1993	ICMS
JUVENILE DETENTION CENTER	3100 S. CLOSNER	78539	Edinburg	Owned	15,416	993,485	105,000		
JUVENILE JUSTICE COURT	1001 N. DOOLITTLE	78539	Edinburg	Owned	140,000	17,259,483	596,159		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
JUVENILE PROB BOOTCAMP/WESLACO	1703 N. Bridge	78596	Weslaco	Owned	4,800	1,300,000	66,000		
RESTITUTION CENTER -- NEW	1124 N M RD	78539	Edinburg	Owned	12,914	840,000	120,000		
RESTITUTION CENTER -- OLD	207 E. LOEB	78539	Edinburg	Owned	16,468	500,000	0		
YOUTH -- KITCHEN/STORAGE (Recommend Demolition)	1711 N. BRIDGE	78596	Weslaco	Owned	3,148	173,140	150,000	1951	
YOUTH -- DETENTION CENTER (Recommend Demolition)	1711 N. BRIDGE	78596	Weslaco	Owned	9,275	510,125	150,000	1951	
YOUTH -- After Care Program	1711 N. BRIDGE	78596	Weslaco	Owned	5,476	310,000	250,000	1993	
YOUTH -- WASHROOM	1711 N. BRIDGE	78596	Weslaco	Owned	528	29,040	10,000	1951	
SHERIFF -- ACADEMY	715 E. CIBOLO	78539	Edinburg	Owned	14,350	1,363,250	6,500,000		
SHERIFF -- DETENTION FACILITY	701 E. CIBOLO RD				273,000	25,935,000			
SHERIFF -- LAW ENFORCEMENT	711 E. CIBOLO				30,000	2,850,000			
SHERIFF -- MOTOR POOL	713 E. CIBOLO				8,700	826,500			
SHERIFF -- FIRING RANGE	715 E. CIBIOLO				1,677	159,315			
SHERIFF -- PROPERTY VAULT	413 N. 14TH AVE				7,481	710,695			
SHERIFF -- DETENTION SUBSTATION	100 N. CLOSNER (COURTHOUSE)				4,127	0			
CONSTABLES									
PCT 1 -- Const	1902 JOE STEPHENS AVE (No Bldg)	78596	Weslaco	Owned	168	0	5,000		
PCT 2 -- Const	523 S. STANDARD	78589	San Juan	Owned	xxxxxx	0	10,000		HTB
PCT 3 -- Const (Multi-Purpose Center)	730 N. Breyfogle Ste. B	78572	Mission	Owned		0	45,981		
PCT 4 -- Const	1212 S 25TH AVENUE	78539	Edinburg	Owned	5,853	110,000	10,000		
PCT 5 -- Const (Elsa One-Stop)	708 E. EDINBURG	78543	Elsa	Owned	150	0	10,000		
JUSTICES OF THE PEACE									
PCT 1 - JP PL 1 (in Pct 1 Ofc) - Gilbert Saenz	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	3,120	0	10,000		B
PCT 1 - JP PL 2 (in Pct 1 Ofc) - Jesus Morales	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	3,120	0	10,000		HT
PCT 2 - JP PL 1 - Bobby Contreras	1510 N JACKSON RD	78577	Pharr	Leased	1,290	0	15,000		
PCT 2 - JP -PL 2 - Rosa Trevino	122 E. PARK (CONTENTS)	78577	Pharr	Leased	800	0	10,000		B
PCT 3 - JP PL 1 - Luis Garza (Multi-Purpose Center)	730 N. Breyfogle Ste. C	78572	Mission	Owned		0	15,000		
PCT 3 - JP PL 2 - Ismael Ochoa (Multi-Purpose Center)	730 N. Breyfogle Ste. A	78572	Mission	Owned		0	25,000		
PCT 4 - JP PL 1 - Charlie Espinoza	212 N. 12TH	78539	Edinburg	Owned	2,500	397,817	10,000	1971	Block/Stucco

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 4 - JP PL 2 - Mary Alice Palacios	224 N. 12Th Ave	78539	Edinburg	Owned	3,236	243,313	10,000	1971	Block/Stucco
PCT 5 - JP (Elsa One-Stop) - Speedy Jackson	708 E. EDINBURG	78543	Elsa	Owned	xxxxxx	0	5,000		
HEADSTART -- Alamo	303 S. 7TH STREET	78516	Alamo	Interlocal	7,950	450,000	65,000	1996	CD
HEADSTART -- Alton (land only)	202 W. DAWES AVE	78572	Alton	Interlocal	7,265	315,000	55,000	1996	CD
HEADSTART -- Donna I	1402 SILVER AVE	78537	Donna	Lease/Own	11,661	650,000	85,000		HT
HEADSTART -- Donna II (land only)	1715 MILLER	78537	Donna	Lease/Own	3,488	135,000	35,000	1997	CD
HEADSTART -- Donna IV	202 W. SOUTH AVE	78537	Donna	Leased	1,670	0	25,000		
HEADSTART -- Elsa/Edcouch -- ESL	W HWY 107 & MI 4 N	78538	Edcouch/Elsa	Interlocal	17,709	0	120,000		B
HEADSTART -- Elsa/Edcouch Kitchen	W HWY 107 & MI 4 N	78538	Edcouch/Elsa	Interlocal		0	65,000		B
HEADSTART -- MAIN OFFICE	1901 WEST HWY 107	78540	McAllen	Owned	20,000	1,000,000	550,000		B
HEADSTART -- Edinburg I	225 S. 25TH	78539	Edinburg	Interlocal	3,808	0	45,000		SFR
HEADSTART -- Edinburg II	1200 N. 1ST STREET	78539	Edinburg	Interlocal	1,787	0	18,500		BV
HEADSTART -- Edinburg III	3817 SOUTH I Road	78539	Edinburg	Leased	1,703	0	45,000		
HEADSTART -- Edinburg IV	3215 RICHARDSON ROAD	78539	Edinburg	Owned	12,692	668,000	85,000	2001	Sht Mtl
HEADSTART -- Edinburg V	3500 E FM 2812	78539	Edinburg	Owned	10,225	700,000	65,000		
HEADSTART -- Elsa	700 NW HIDALGO	78543	Elsa	Leased	5,200	0	35,000		HT
HEADSTART -- Granjeno	6610 SOUTH FM 492		Mission		10,004	135,000	0	1995	Wood Frame
HEADSTART -- Hidalgo	621 S. 5TH STREET	78557	Hidalgo	Interlocal	3,488	116,000	35,000	1996	CD
HEADSTART -- La Joya	105 E. 5TH & LEO AVE	78569	La Joya	Lease/Own	5,363	232,000	60,000	1996	SFR
HEADSTART -- Las Milpas/Pharr	714 ZAPATA	78577	Las Milpas	Interlocal	6,384	250,000	65,000	1995	CD
HEADSTART -- Las Milpas II	901 E. THOMAS ROAD	78577	Las Milpas	Leased	3,168	0	35,000		
HEADSTART -- McAllen (Vine Terrace)	2220 B NORTH 27TH ST	78501	McAllen	Leased	2,208	0	25,000		HT
HEADSTART -- McAllen II	1001 S.16TH STREET (STCC)	78501	McAllen	Supt Agmt	1,950	0	35,000		CD
HEADSTART -- McAllen IV	3900 S. WARE RD	78501	McAllen		1,800	0	45,000		
HEADSTART -- McAllen V	1200 N. 25TH ST	78501	McAllen	Leased	2,210	0	25,000		B
HEADSTART -- McAllen VI	2601 SARAH AVE	78501	McAllen	Leased	2,879	0	35,000		
HEADSTART -- Mercedes (land only)	1100 WEST EXPRESSWAY 83	78570	Mercedes	Interlocal	6,652	292,000	65,000	1994	CD
HEADSTART -- La Herencia	RR 3 BOX 3059	78570	Mercedes	Leased	2,879	0	35,000		BV
HEADSTART -- Mercedes II (LA ESTANCIA)	3601 E. Mi 8 NORTH	78570	Weslaco	Leased	2,047	0	25,000		
HEADSTART -- Mission Kitchen	405 W. 13TH	78572	Mission	Owned	2,044	120,000	75,000		ICM
HEADSTART -- Mission I	115 S. MAYBERRY	78572	Mission	Leased	5,455	0	45,000		SFR

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
HEADSTART -- Mission II Kitchen (land only)	1105 E. 8TH STREET	78572	Mission	Owned	12,727	625,000	130,000	1990	B
HEADSTART -- Mission III-Pueblo de Paz	3401 N. MAYBERRY	78572	Mission	Leased		0	45,000		
HEADSTART -- Mission IV-Rio de Vida	301 S. INSPIRATION ROAD	78572	Mission	Leased	1,703	0	45,000		
HEADSTART -- Mission/Western (land only)	CORNER OF WESTERN RD & FM 2221	78572	Mission	Lease/Own	4,200	180,000	35,000	2000	D
HEADSTART -- Monte Alto	25249 & 1ST STREET	78538	Monte Alto	Interlocal	2,848	0	25,000		CD
HEADSTART -- Palmview I	1/4 MI NORTH OF 495 ON FM 2062	78572	Palmview	Lease/Own	5,712	650,000	55,000	1994	CD
HEADSTART -- Palmview Annex	1/4 MI NORTH OF 495 ON FM 2062	78572	Palmview	Leased	2,500	0	35,000		
HEADSTART -- Palmview II	618 BREYFOGLE RD	78572	Mission	Owned	12,860	650,000	85,000	2001	Stucco
HEADSTART -- Palmview III	2401 N. MOOREFIELD	78572	Mission	Owned	6,384	300,000	65,000	1995	CD
HEADSTART -- Penitas	FM 1427 1 MI S. OF HWY 83	78576	Penitas	Leased	3,369	0	35,000		HT
HEADSTART -- Pharr (land only)	415 E. CLARK	78577	Pharr	Inter/Own	6,288	247,000	60,000	1996	SFR
HEADSTART -- Progresso (land only) -- ESL	CORNER OF SOUTH 1015 & PALM	78579	Progresso	Inter/Own	3,488	116,000	35,000		
HEADSTART -- San Carlos -- ESL	134 N. 86TH STREET	78539	San Carlos	Interlocal	6,000	387,000	45,000		
HEADSTART -- San Juan II (w/ kitchen)	200 N. COUGAR	78589	San Juan	Lease/Own	3,488	135,000	35,000	1996	CD
HEADSTART -- San Juan II (w/ kitchen)	601 EARLING ROAD	78589	San Juan	Owned	12,860	700,000	115,000		
HEADSTART -- Sullivan City	WEST HWY 83	78595	Sullivan City	Leased	7,106	291,000	55,000	1996	CD
HEADSTART -- Weslaco I	310 N. KANSAS	78596	Weslaco	Leased	6,092	0	32,000		D
HEADSTART -- Weslaco II	3030 N. TEXAS BLVD	78596	Weslaco	Leased	3,500	0	45,000		SFR
HEADSTART -- Weslaco III	6.5 MILE WEST & EXPWY 83	78596	Weslaco	Leased	4,632	0	55,000	1997	CD
HEALTH -- MAIN OFFICE	1304 S. 25TH AVENUE	78539	Edinburg	Owned	36,540	2,009,700	1,000,000	1971	SFR
HEALTH -- MCALLEN	300 E. HACKBERRY	78501	McAllen	Owned	6,212	341,660	250,000	1978	NC-B
HEALTH -- MISSION-MULTI-PURPOSE CENTER	722 BREYFOGLE	78572	Mission	Owned		P3	20,000		
HEALTH & WIC -- EDINBURG	3105 E. SCHUNIOR	78539	Edinburg	Owned	8,075	500,000	200,000	1997	SFR
HEALTH & WIC -- ELSA ONE-STOP	708 E. EDINBURG	78543	Elsa	Owned	10,777	1,010,000	130,000	2000	
HEALTH & WIC -- HIDALGO	702 E TEJANO (contents)	78557	Hidalgo	Leased	xxxxxx	0	130,000		B
HEALTH & WIC -- MISSION	211 S SCHUERBACH	78572	Mission	Owned	3,840	600,000	300,000	1965	NC-B
HEALTH & WIC -- PHARR	1903 N. FIR	78577	Pharr	Owned	5,478	301,290	150,000	1980	SFR
HEALTH & WIC -- WESLACO	1901 N. BRIDGE AVENUE	78596	Weslaco	Owned	8,090	400,000	200,000	1993	HT
HEALTH - - P1 -- WESLACO	1902 JOE STEPHENS	78596	Weslaco	Owned		P1	8,000		
PLANNING DEPT-MULTI-PURPOSE CENTER	722 Breyfogle Ste 108	78572	Mission	Owned		0	7,749		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
RIGHT-A-WAY (San Juan Resource Center)		78589	San Juan			0	$$$		
URBAN COUNTY	1916 Tesoro Blvd	78577	Pharr	Leased	8,400	0	250,000		
WIC -- ALAMO	313 E. BUSINESS 83, SUITE #113	78516	Alamo	Leased	2,800	0	20,000		
WIC -- ALTON	3513 E. MAIN AVE.	78572	Alton	Leased	5,000	0	50,000		
WIC -- ALTON II	3519 W. Main, Suite B	78574	Alton	Leased	3,750	0	30,000		
WIC -- DONNA	301 S. 8TH	78537	Donna	Leased	3,000	0	30,000		
WIC -- EDINBURG	113 EAST DAWSON	78539	Edinburg	Leased	3,000	0	25,000		
WIC -- ADMINISTRATIVE OFFICE	3105 W UNIVERSITY	78539	Edinburg	Leased	6,000	0	500,000	1996	
WIC -- EDINBURG II	3105 E. RICHARDSON	78539	Edinburg	Owned	xxxxxx	Health	30,000		
WIC -- STORAGE/TRAINING CENTER	3109 W UNIVERSITY	78539	Edinburg	Leased	4,770	0	500,000		
WIC -- ELSA ONE-STOP (w/Health)	708 E. EDINBURG	78543	Elsa	Owned	xxxxxx	Health	30,000		
WIC -- HIDALGO (w/Health Clinic)	702 E. TEJANO	78557	Hidalgo	Owned	xxxxxx	Health	25,000		
WIC -- LA JOYA	204 W 2nd ST	78560	La Joya	Leased	3,000	0	60,000		
WIC -- LAS MILPAS	7013 S. Cage	78577	Pharr	Leased	3,200	0	25,000		
WIC -- MCALLEN	300 E HACKBERRY (MODULAR)	78501	McAllen	Owned	1,850	82,500	50,000		
WIC -- MCALLEN III	3001 N. 23rd - Suite B	78502	McAllen	Leased	2,546	0	30,000		
WIC -- MCALLEN II	220 S. Bicentennial-Suite D	78501	McAllen	Leased	3,000	0	50,000		
WIC -- MERCEDES	540 S. TEXAS	78570	Mercedes	Leased	5,080	0	30,000		
WIC -- MISSION II w/P3	722 N. Breyfogle Suite 106 C	78572	Mission	Owned	2,085	P3	30,000		
WIC -- MISSION (with Health)	211 S SCHUERBACH	78572	Mission	Owned	xxxxxx	Health	40,000		
WIC -- PHARR II	926 W. Sam Houston Suite 3	78577	Pharr	Leased	2,832	0	30,000		
WIC -- PHARR (behind fire station)	1903 N. FIR	78577	Pharr	Owned	xxxxxx	Health	20,000		
WIC -- PROGRESSO (MODULAR)	5 MILE S BUSINESS 83 ON FM 1015	78579	Progresso	Owned	xxxxxx	68,000	50,000		
WIC -- RIO GRANDE CITY	604 N. Garza Street	78585	RG CITY	Leased	3,425	0	40,000		
WIC -- ROMA	1505 N. Grant	78584	ROMA	Leased	2,500	0	25,000		
WIC -- SAN CARLOS (CRC P4)	230 N. 86TH STREET	78539	San Carlos	Owned	xxxxxx	0	40,000		
WIC -- SAN JUAN (CRC P2)	509 E. Earling	78589	San Juan	Owned	2,578	260,000	38,000		
WIC -- SULLIVAN CITY	HWY 83 1/4 MI W OF Town Light	78595	Sullivan City	Owned	xxxxxx	0	15,000		
WIC -- WESLACO (w/Health)	1901 NORTH BRIDGE	78596	Weslaco	Owned	xxxxxx	Health	30,000		
WIC -- WESLACO	417 S Oregon	78596	Weslaco	Leased	3,266	0	30,000		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 1 -- ADMINISTRATIVE (West Building)	1902 JOE STEPHENS (West Building)	78596	Weslaco	Owned	6,000	494,685	81,850	2000	
PCT 1 -- MECHANIC'S SHOP	1902 JOE STEPHENS	78596	Weslaco	Owned	4,000	75,000	5,000	0	NC-ICM
PCT 1 -- PROGRESSO COMM CENTER	New Highway 1015-5 MI. S. BUS 83	78579	Progresso	Owned	6,000	360,000	5,000	1994	B
PCT 1 -- 14' X 40' PORTABLE BLDG	New Highway 1015-5 MI. S. BUS 83	78579	Progresso	Owned	560	5,300	0	2001	CD
PCT 1 -- 24' X 48' PORTABLE BLDG	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	1,152	8,700	0	2001	CD
PCT 1 -- JP/CONSTABLE (North Building)	1902 JOE STEPHENS (North Building)	78596	Weslaco	Owned	6,000	482,685	0	2000	ICM
PCT 1 -- 30' X 32' PORTABLE BLDG (SW)	Mile 11 No/Mile 1.5 West	78596	Weslaco	Owned	960	7,900	2,500	2001	CD
PCT 1 -- DELTA LAKE PARK TOLLBOOTH	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	12	800	0	1956	CD
PCT 1 -- DELTA LAKE PARK STORAGE ROOM #2	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	1,000	0		HT
PCT 1 -- DELTA LAKE PARK STORAGE ROOM #1	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	1,000	2,500		HT
PCT 1 -- DELTA LAKE 45 SIGNS (TOTAL VALUE)	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	2,500	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #4	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,680	3,000	0	2000	CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #6	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	3,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #5	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	5,000	0		CD
PCT 1 -- DELTA LAKE PARK RESTROOMS (4 @ $1500 EA)	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	2,500	6,000	0		HT
PCT 1 -- DELTA LAKE PARK PLAYGROUND #2	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	7,000	0		CD
PCT 1 -- DELTA LAKE PARK OPEN PAVILION	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	8,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #1	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	9,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #7	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	9,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #3	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	10,000	0		CD
PCT 1 -- DELTA LAKE PARK LIFT STATION W/FENCE	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	11,000	0		HT
PCT 1 -- DELTA LAKE PARK SHOP	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,920	20,000	0	2000	HT
PCT 1 -- DELTA LAKE PARK OFFICE W/FENCE	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,344	38,000	20,540		CD
PCT 1 -- HIDELBURG PARK PLAYGROUND EQUIP, DIAMOND & SIGN	EXP 83, MILE 2 EXIT, 2.5 MI	78570	Mercedes	Owned	xxxxxx	6,300	0		IC
PCT 1 -- SCHOERDER PARK PLAYGROUND EQUIP, FENCE & 1 SIGN	S ON 493 COLONIA SECA	78537	Donna	Owned	xxxxxx	5,500	0		IC
PCT 1 -- SUNRISE E Side PLAYGRND(3000) & FENCE 2500	N ON 1015, E ON MI 11, 2.5 MILES	78596	Weslaco	Owned	xxxxxx	5,500	0		CD
PCT 1 -- SUNRISE SHOP-BLDG II	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	,400	10,000	20,000		B

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
PCT 1 -- SUNSET FENCE, TRAIL WORKOUT STATIONS & SIGNS	N ON 1015, E ON MILE 11, 2.25 MI	78596	Weslaco	Owned	xxxxxx	10,800	0		CD
PCT 1 -- SUNRISE RESTROOM	SUNRISE HILL PARK	78596	Weslaco	Owned	648	12,000	0	1976	HT
PCT 1 -- SUNRISE W SIDE PLAYGRND @5000 & 15 SIGNS=1000	N ON 1015, E ON MI 11, 2.5 MILES	78596	Weslaco	Owned	xxxxxx	6,000	0		CD
PCT 1 -- SUNRISE PAVILION	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	7,000	171,750	5,000	1976	S
PCT 1 -- SUNRISE W SIDE CLOSED PAVILION W/FENCE	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	12,800	35,000	1,000		ICM
PCT 1 -- SUNSET N & S PLAYGROUND EQUIPMENT	SUNSET HILL PARK	78596	Weslaco	Owned	xxxxxx	4,000	0		IC
PCT 1 -- SUNSET CONCESSION BLDG & SOFTBALL DIAMOND	N ON 1015, E ON MILE 11, 2.25 MI	78596	Weslaco	Owned	xxxxxx	23,500	1,000		C
PCT 1 -- SUNSET CONC STAND & RESTROOMS	SUNSET HILL PARK	78596	Weslaco	Owned	1,600	25,486	0	1989	HT
PCT 2 -- ADMINISTRATIVE	301 E. STATE STREET	78577	Pharr	Owned	4,851	121,275	50,000	1956	B
PCT 2 -- COUNTY WIDE SHOP	101 N. CYPRESS STREET	78577	Pharr	Owned	5,451	136,275	50,000	1956	B
PCT 2 -- MACHINE SHOP (MIDDLE)	309 E. STATE AVENUE	78577	Pharr	Owned	5,000	500,000	50,000	1941	B
PCT 2 -- MIDDLE PRECINCT SHOP	329 E. STATE STREET	78577	Pharr	Owned	5,750	300,000	25,000	1956	
PCT 2 -- COMMUNITY RESOURCE CENTER	509 E. EARLING	78589	San Juan	Owned	14,638	700,000	0		
PCT 2 -- BAR-B-QUE GILMORE KITCHEN	301 E. HACKBERRY	78501	McAllen	Owned	1,890	60,000	20,000	1966	ICM
PCT 2 -- PALMER PAVILION	301 E. HACKBERRY	78501	McAllen	Owned	16,128	293,050	35,000	1965	S
PCT 2 -- STORAGE BLDG	301 E. HACKBERRY	78501	McAllen	Owned	600	12,100	5,000	1980	HT
PCT 2 -- STORAGE SHED	301 E. HACKBERRY	78501	McAllen	Owned	800	7,625	5,000	1960	S
PCT 2 -- LAS MILPAS Park,w/Pool, Park, STG, Tennis Court	ANAYA RD - 1 MI 281S, SS/ROAD	78577	Las Milpas	Owned	xxxxxx	215,000	28,000		
PCT 2 -- LAS MILPAS Park Swimming Pool	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Pavilion	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Storage Shed & Pool Room	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Bathrooms 22 x 19	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Showers	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Fence, chain link fence	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Tennis Courts	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LOPEZVILLE PARK (I Road/(I)Minnesota/(r) Rodriguez)	MINNESOTA & RODRIGUEZ	78589	San Juan	Owned	1,296	8,300			
PCT 2 -- LJ PARK	OWASSA RD-TOWER RD-LOT #31	78516	Alamo	Owned		12,362	4,507		
PCT 2 -- SOUTH TOWER PARK	SOUTH TOWER RD	78517	Alamo	Owned		69,940			
PCT 2 -- EARLING PARK	601 E. EARLING RD	78589	San Juan	Owned	571,262	1,262,048	1,469,570	2007	

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 3 - ADMINISTRATION	400 W. 13TH	78572	Mission	Owned	32,400	810,000	50,000	1930	ICM
PCT 3 -- MULTI-SERVICE CENTER	724 BREYFOGLE	78572	Mission	Owned	20,722	1,561,730	60,000	2004	Metal/Concrete
PCT 3 -- RECREATION HALL	5010 S. INSPIRATION ROAD	78572	Mission	Owned	10,548	157,700	5,000	1982	NC-ICM
PCT 3 -- STORAGE BLDG	5010 S. INSPIRATION ROAD	78572	Mission	Owned	1,000	12,160	5,000	1987	NC-ICM
PCT 3 -- BAR-B-QUE PAVILION	5010D S. INSPIRATION RD	78572	Mission	Owned	3,100	55,525	3,000	1982	HT
PCT 3 -- TICKET STATION/ENTRANCE HOUSE	ANSALDUAZ PARK	78572	Mission	Owned	1,054	4,800	0	1981	HT
PCT 3 -- PAVILION	ANZALDUAS PARK	78572	Mission	Owned	6,912	73,400	0	1975	CD
PCT 3 -- RESTROOM #2	ANZALDUAS PARK	78572	Mission	Owned	684	12,000	0	1975	CD
PCT 3 -- RESTROOM #3	ANZALDUAS PARK	78572	Mission	Owned	684	12,000	0	1975	CD
PCT 3 -- RESTROOM #1/STORAGE	ANZALDUAS PARK	78572	Mission	Owned	552	18,000	17,000	1975	HT
PCT 3 -- CANOPY	ANZALDUAS PARK	78572	Mission	Owned	1,860	10,750	0	1975	IC
PCT 3 -- PARK OFFICE	ANZALUDAS PARK	78572	Mission	Owned	545	17,000	3,000	1981	
PCT 3 -- BAR-B-QUE PAVILION MESINA PARK	BRYAN RD. (MESINA PARK)	78572	Mission	Owned	2,016	27,600	3,000	1986	HT
PCT 3 -- RESTROOMS/PAVILION	LOS EBANOS PARK (RESTROOMS)	78572	Los Ebanos	Owned	336	6,400	5,000	1986	HT
PCT 3 -- PAVILION/SHELTER HOUSE	LOS EBANOS PAVILLION	78572	Los Ebanos	Owned	1,100	21,950	5,000	1986	HT
PCT 3 -- PENITAS OFFICE	PENITAS LANDFILL OFFICE	78576	Penitas	Owned	545	17,000	3,000		
PCT 3 -- PAVILION/CONCESSION/RESTROOMS	SANTOS SALDANA PARK	78572	Mission	Owned	450	47,000	3,000	1989	HT
PCT 3 -- POOL PROPERTY 5.86 ACRES	N SIDE OF FM 2221, E OF IOWA RD	78572	La Joya	Owned		432,906	0	1972	
PCT 3 -- METAL BUILDING (On Pool Property)	N SIDE OF FM 2221, E OF IOWA RD	78572	La Joya	Owned		230,000	50,000	2007	Metal
PCT 3 -- RAINBOW PLAYGROUND EQUIPMENT	ANZALDUAS PARK	78572	Mission	Owned			1,200		
PCT 3 -- PLAYGROUND EQUIPMENT-PLAYSCAPE	ANZALDUAS PARK-BY RIVER	78572	Mission	Owned			24,229		
PCT 3 -- RESTROOM #4	ANZALDUAS PARK	78572	Mission	Owned	912		79,555	2005	
PCT 3 -- PLAYGROUND EQUIPMENT-PLAYSCAPE	ANZALUDAS PARK-BY PAVILION	78572	Mission	Owned			18,213		
PCT 3 -- OPEN METAL PAVILION #1	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	14X14	1,019			
PCT 3 -- OPEN METAL PAVILION #2	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	14X14	1,019			
PCT 3 -- OPEN METAL PAVILION #3	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	24X24	2,995			
PCT 3 -- OPEN METAL PAVILION #4	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	24X24	2,995			
PCT 3 -- OPEN METAL PAVILION #5	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	20X20	2,080			
PCT 3 -- RESTROOM/STORAGE FACILITY	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	32 X 9	9,216			

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 4 – MAIN OFFICE	1051 N. DOOLITTLE ROAD			Owned	5,060	815,000	0	2008	Block
PCT 4 – GUARD STATION	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	64	2,500	0		CD
PCT 4 – LUBE GARAGE	1102 N. DOOLITTLE	78539	Edinburg	Owned	360	9,000	25,000	1970	IC
PCT 4 – PCT #4 RECORDS STORAGE	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	1,206	30,150	18,000	1970	HT
PCT 4 – OFFICE/TRUCK STORAGE	1102 N. DOOLITTLE	78539	Edinburg	Owned	7,450	186,250	50,000	1972	B
PCT 4 – SIGN SHOP	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	1,093	27,325	20,000	1972	IC
PCT 4 – SAN CARLOS RESOURCE CENTER	230 N. 86TH STREET	78539	Edinburg	Owned	5,250	507,440	7,500		
PCT 4 – GALVANIZED PAVILLION-PARKS	LOTS 2,3-HARDING AVE.	78549	Hargill	Owned	5,529	56,000			
PCT 4 – RECOVERY SHED	MCKINNEY & 5th ST	78549	Hargill	Owned	120	1,500	0		
PCT 4 – BASKETBALL COURT	WILSON & FRONTAGE RD	78541	Faysville	Owned			1,300		
PCT 4 – MILO PONCE PAVILLION w/Restrooms	INGLE E. OF DOOLITTLE	78541	Edinburg	Owned		227,000	0		
PCT 4 – RECOVERY SHED	N. HWY 281 TURN EAST ON FM 186	78563	San Manuel	Owned	120'	2,000	0		
TOTALS						**119,120,170**	**29,069,617**		

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"
STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)

BID NO: 2009-046-02-18-VYG

Specifications, Requirements and Other Terms and Conditions

OVERVIEW:

Hidalgo County (hereinafter referred to as "COUNTY") and all Hidalgo County funding sources, programs, and entities is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s). The initial tem of this contract ***shall commence upon award and fully executed contract*** for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced appraiser(s) for the valuation and insurance appraisals for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs) The information provided in the Request For Bids (hereinafter referred to as "RFB") is only to be used for the purpose of preparing a bid for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs). Request For Bids will be accepted until **9:30 A.M., Wednesday, February 18, 2009. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

1. **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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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.**

2. **BIDDER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

3. **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.

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

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

6. **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.

7. **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.

8. **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Bid (RFB) 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.

9. **HAND DELIVERED BIDS:**
Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

12. **SUBCONTRACTING:**

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

13. **TERM OF CONTRACT:**
The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court 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.

14. **DAVIS BACON ACT (if applicable):**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

15. **REQUEST FOR BIDS:**
The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

16. **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.

17. **BIDDER'S QUALIFICATIONS:**
Hidalgo County is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable experienced real estate appraiser(s). Must submit any and all applicable credentials, qualifications with RFB. Photostat copies are acceptable.

18. **PERSONNEL AND STAFFING:**
The bidders 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 bidder's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

19. **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 qualified. (**if applicable)**

If bidder cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

20. **SCOPE OF SERVICES:**

Hidalgo County is seeking bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFB.

- Bidder(s) submitting bids(s) do so entirely at their expense. There is no expressed or implied obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

- To provide valuations and insurance appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

- Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

  a. Property name, location, tax ID
  b. Square footage
  c. Condition
  d. Status
  e. Normal useful life
  f. Actual cash value
  g. Replacement value
  h. Functional replacement value as defined in the Insurance Services Offices

- The services provided by the quailed experienced appraiser(s) shall include, but are not limited to:
  1. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
  2. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
  3. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

- All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

- The successful proposer(s) and any assigned staff shall qualified and experienced to perform the work being requested in the RFB.

- The successful bidder(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

- The successful bidder(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFB.

- The successful bidder(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

- The successful bidder(s) shall have adequate qualified experienced staff to perform all contract work within the contract time.

- Provide a brief history of your firm, including all names and business addressed under which your firm has operated as requested under #16-RFB- Requirements-Understanding Of Project.

- Identify the professional staff members who would be performing the work, listing their qualifications, experiences, as requested under #17-RFB- Requirements-Personnel and Staffing.

- Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

- Provide your firm's latest financial statements.

- In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the bidder(s) to perform the work. The bidder(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this bidder as may be requested. Hidalgo County reserves the right to reject any bids if the evidence submitted by or investigation of, such bidder(s) fails to satisfy Hidalgo County that such bid(s) is properly qualified to carry out the obligations of the RFB and to complete the work therein.

- Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs).

  Option #1-Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings yearly up-date: Provide prices to update property valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 upon completion of work and County acceptance of the up-dated real property valuation and insurance appraisals reports.

  Option #2 -Bidder(s) may provide a price for (Structure Valuation and Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

21. **BIDDER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Bidder(s) are to provide a bid on bid page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

22. **NUMBER OF COPIES TO BE SUBMITTED:**
Hidalgo County requires one (1) original submittal and three (3) copies.

EXHIBIT “B” VENDOR’S BID

HIDALGO COUNTY
RFB NO: 2009-046-02-18-VYG
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

BID PAGE

Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs). Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option 1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

All backup documentation required to comply with the bid as stated herein will be attached to this bid page.

OPTION I: $ $1,200 or $1,500 per year (2 options in proposal)
Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) yearly up-date. Provide prices to update property/buildings valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option I upon completion of work and County acceptance of the up-date real property/buildings valuation and insurance appraisals reports.

OPTION II: $ 13,300
Bidder(s) <u>may</u> provide a price for Structure Valuation And Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option II shall reflect a five thousand (5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

VENDOR / COMPANY NAME: Asset Works Appraisal
ADDRESS: 13601 Preston Rd., Suite 201E
CITY/STATE/ZIP CODE: Dallas, TX 75240
PHONE NUMBER: 518-598-4836
FAX NUMBER: 972-702-6240
AUTHORIZED SIGNATURE:
PRINTED NAME: Eric Scapillato
TITLE: Regional Director
DATE: 2/13/09

AUTHORIZATION PAGE

Please return a copy of this executed agreement to the attention of the undersigned via fax at 972-702-6420 and the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. The TOTAL investment is as follows:

Option 1 - Building Appraisal Service Fees

$ 14,580

Option 2- Physical Inventory and Tagging at a $5,000 cutoff

$ 13,300

AssetMAXX Web Based Perpetuation Option	**$ 1,200**
Excel File Annual Trend Update Service	**$ 1,500**

RESPECTFULLY OFFERED BY:

AssetWORKS
APPRAISAL

Eric Scapillato
Regional Director

Date: February 13, 2009

ACCEPTED BY:

Hidalgo County

_____
Signature

_____
Title

_____
Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "D"
CONFLICT OF INTEREST

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.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

2/13/09

Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: MAXIMUS **Telephone No.** (888) 778-8250

dba Name:

Legal Name:

Mailing Address : 13601 Preston Rd Ste 20E **Fax No.** (972) 702-6420

Physical Address:

City, State, Zip Dallas, TX 75240 **Tax I.D. No.** 46-0521049

Remit to Address : Same **City, State, Zip**

E-Mail Address: eric.scapillato@maximus.com

Representative(s) Name(s) & Title(s) Eric Scapillato Regional Manager

Type of Organization (check one): ____ Individual ____ Partnership __X__ 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: Delaware **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: Eric Scapillato, Regional Mgr.

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: _____

W-9 FORM

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)
Asset Works

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.)
8360 East Via De Ventura Suite L-200

Requester's name and address (optional)

City, state, and ZIP code
Scottsdale, AZ 85258

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
4 1 6 + 0 1 5 2 4 1 0 4 1 9

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 ► [signature] Date ► 2/23/09

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,

2-d

AssetWORKS
APPRAISAL

FACSIMILE TRANSMITTAL SHEET

TO	FROM:
Vangie Garcia, Contract's Manager	Eric Scapillato
COMPANY:	DATE:
Hidalgo County Purchasing	2/23/2009
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
956-318-2629	2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
W-9 Form	

☐ URGENT X FOR REVIEW PLEASE COMMENT PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

DEBARMENT FORM

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: Eric Scapillato

Title: Regional Director

Telephone Number: 518-598-4836

Date: 2/13/09

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Fred Reyna

From: Fred Reyna [fred.reyna@co.hidalgo.tx.us]
Sent: Friday, February 20, 2009 9:49 AM
To: 'EVANGELINA.GARCIA@CO.HIDALGO.TX.US'
Cc: Roy Quintanilha
Subject: RFB No: 2009-046-02-18-VYG

Ms. Garcia, after reviewing the following Bid Packet our recommendation would be to go with the lowest bidder being Asset Works Appraisal. If you have any question please contact our office as soon as possible.

Thank You, Fred

AI-14218 **22.A.6.**

Purchase of Welding Supplies and Related Services

CC REGULAR

Date:	03/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to the mutiple vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County-"Purchase of Welding Supplies and Related Services" (RFB No. 2009-016-MEG)

BACKGROUND

1. Current Contract expires on March 1,2009

Fiscal Impact

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

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

BUDGETARY IMPACT:

All accounts indicated on the Departmental Memorandums are currently funded 02/27/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-442

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-623

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-623

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-442

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-613
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-442

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

BUDGETARY IMPACT:

Attachments

Link: Bid Tabulation/Memo/Participation Log

Link: Airgas

Link: Weldinghouse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:34 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:42 AM	APRV
3	Rey Salazar	Rey Salazar	02/27/2009 08:25 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Elena Gomez Started On: 02/24/2009 02:56 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY

DESCRIPTION OF BID: PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES

BID NO: 2009-016-02-23-MEG	**BUYER I: ELENA GOMEZ**

	NAME OF COMPANY	ACKNOWLEDGEMENT	ADDENDUM NO.1
1.	Welding House Inc.	✓	✓
2.	Airgas Southwest	✓	✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

TABULATION SHEET

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID NO. 2009-016-02-23-MEG | **BUYER: ELENA GOMEZ**

ITEM DESCRIPTIONS				WELDING HOUSE	AIRGAS
	SIZE		CASE/ UNITS	BID PRICE	BID PRICE
1.Metalwelding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$ 83.50	$ 74.30
	7018	5/32	50 LBS	$ 82.50	$ 73.35
	6011	1/8	50 LBS	$ 95.00 ESAB	$ 76.82
	6011	5/32	50 LBS	$ 105.00 ESAB	$ 76.00
	6011	3/32	50 LBS	$ 115.00 ESAB	$ 81.35
2. Rod keeper (storage system)			30 LBS	$ 205.00 (50 lbs)	$ 301.67
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	no bid	$ 29.13per lb
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	no bid	$ 38.76 per lb
	#460	1/8	10 LBS	no bid	$ 31.43 per lb
5. Torch RD-45	1/8 Steel		1 LB	no bid	$ 3.69
	3/32		1 LB	no bid	$ 3.70
6. Alloy 144 Brass Electrode	1/8		1 LB	no bid	$ 31.21 per lb (11.5# bx)
	5/32		1 LB	no bid	$ 37.92 per lb (11.5# bx)
7. Torch Brass	1/8		1 LB	no bid	$ 13.47
	5/32		1 LB	no bid	$ 10.95 (10# bx)
				BID PRICE	BID PRICE
8. Oxygen (for welding gas)	80 Series			$ 5.60	$ 7.75
	100 Series			$ 6.25	$ 8.25
	200 Series			$ 8.80	$ 9.43
9. Acetylene, (for welding gas)	100 Series			$ .1990 cf	$ 24.07 (per c.f.)
10. Welding Goggles standard (square frame, flip lens preferred)				$ 9.50 jackson ws85	$ 12.30
11. Leather Welding Gloves (standard)				$ 5.25 revco 110	$ 3.96
12. Welding Helmets (2" with flip lens preferred)				$ 33.75 jackson hsl2 blk	$ 29.17
13. Leather Jackets for Welders (complete)	Small			$ 39.80 revco	$ 50.92
	Medium			$ 39.80 revco	$ 50.92
	Large			$ 39.80 revco	$ 50.92

14. Doo- Rag Flame Retardant Cap and/or Beanies		no bid	$ 4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	no bid	$ 27.36
16. Bid Apron Leather 36" – 48"		$ 24.00 revco	$ 22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 1.65 (5 per bag)	NO BID
18. Torch Lighters (3 way)		$ 2.30	NO BID

		Tip Type 1-010-1	Size	BID PRICE	BID PRICE
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 32.61 $ 32.61 $ 33.10 $ 33.90	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 59.80 (8mfa-1)	$ 72.03
		Tip Type 1-010-1	**Size**	**BID PRICE**	**BID PRICE**
	Medium Torch 300 Series	Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 33.93 $ 35.99 $ 35.99 $ 36.50	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 85.68	$ 72.03

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	no bid	$ 89.00

	Size	BID PRICE	BID PRICE
21. Torch Hoses	25 ft x ¼	$ 25.00	$ 21.15
	50 ft x ¼	$ 44.00	$ 36.52
	100 ft x ¼	$ 83.00	$ 71.26
22. Torches Complete Kit is preferred with handle and cutting attachments	**Small** 100 Series	$ 168.00 (med)	$ 209.99
	Medium 300	$ 269.00 (lg)	$ 272.28

	Gas	Tank Size	BID PRICE	BID PRICE
23. Rental of Cylinder (as needed)	Oxygen	80 Series	$ .195 day	$ 4.50
		100 Series	$ .195 day	$ 4.50
		200 Series	$ .195 day	$ 4.50
	Acetylene	100 Series	$ .195 day	$ 4.50

24. No. 1 Cable (by feet)	$ 1.18 ft	$ 1.98
25. Tip cleaner- Standard	$ 1.60	$ 7.85
26. Flat Soap Stone-Standard Square	$ 8.35 gross	$ 8.00 per box

ADDENDUM NO. 1
February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

ITEM DESCRIPTIONS	WELDING HOUSE	AIRGAS
WELDING SUPPLY'S	**PRICE**	**PRICE**
1. Safety glasses dark	$ 3.30 ea	$ 1.53
2. Safety glasses clear	$ 2.92 ea	$ 2.02
3. Welding .030 cable liners for Millermatic 135	$ 12.00	$ 13.82
4. Welding wire spools .030 flux coated	$ 38.95 spool	$ 57.52
5. Tips .030 for welder Millermatic 135	$ .56 ea	$ 6.63 pkg of 10 ea
6. Millermatic 135 nozzle tip protector – slip on type	$ 5.69 ea	$ 8.23 pkg of 10 ea
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs	$ 2.20 ea	$ 2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	24 grit $.63 grit $.58/120 grits $.55 ea (B-Line)	$ 2.98
9. Chop saw blades 14 x 3/32 x 1	$ 5.61 ea	$ 5.20
10. Striker & flints	Striker $ 2.30ea/refills $ 1.7	$ 4.34
11. Cutting dark goggles	$ 7.31	$ 5.95
GAS	**PRICE**	**PRICE**
1. Oxygen (for welding gas) cylinder size 21 series	$ 4.20	$ 6.00
125 series	$ 6.25	$ 8.25
2. Acetylene (for welding gas) cylinder size: #3,	$ 19.00	$ 19.56
Cylinder size #4, MC	#4 $ .1975ct MC $ 9.25	$ 10.58

MEMORANDUM

TO: Noe Montez, Budget Manager
Hidalgo County Precinct No. 1

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 24, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, February 25, 2009**
If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Welding House	Low Bid By Category
Air Gas	Low Bid By Category
ACCOUNT:	9-1201-431-00-121-005-0 - 442/623 9-1211-452-00-121-013-0 - 442/623

N. Montez Noe Montez 2/25/09

Authorized Signature Printed Name Date

MEMORANDUM

TO: Ricardo Cuellar
Hidalgo County Precinct 2
Attn: Yolanda Cisneros

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 24, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, February 25, 2009**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Multiple Vendors	Based on lowest Prices For Different Supplies
ACCOUNT: 9-1200-431-00-122-004-0-442 623 / 9-1200-431-00-122-006-0-442 623	

Ricardo Cuellar — Ricardo Cuellar — 2/26/09

Authorized Signature — Printed Name — Date

PAGE 02/02 COMM PCT 2 956/8/4683 02/25/2009 08:53

MEMORANDUM

TO: Commissioner Flores
~~Noe Montes, Budget Manager~~
Hidalgo County Precinct No. 3

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 24, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, February 25, 2009**
If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
	To award to multiple vendors, Welding Town and Airgas, based on lowest bids received.
ACCOUNT: 9-1203-44-00-123-005-0-623, 624, 442 to include all funds, (1213, 1100)	

J. M. Flores — Joe. M. Flores — 2/25/09
Authorized Signature — Printed Name — Date

E-MAILED
2/25/09 C.125
to Elena Gomez

MEMORANDUM

TO: Juan Manuel Carranza, Administrative Assistant
Hidalgo County Precinct No. 4

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 24, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, February 25, 2009**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Welding House	Multiple vendors, only on those items which this vendor bid lowest
Airgas	Multiple vendors, only on those items which this vendor bid lowest
ACCOUNT: 9-1204-431-00-124-007-0-442 / 613 / 623 / 679	

	Oscar L. Garza Jr.	2/24/2009
Authorized Signature	Printed Name	Date

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings & Grounds

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Welding House Airgas	Award to Multi - Vendor
ACCOUNT: 9-1100-419-40-220-001-0-679	

Daniel Flores 2/25/09

Authorized Signature | Printed Name | Date

M E M O R AN D U M

TO: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Adult Detention Facility

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 24, 2009

RE: HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
Bid No. 2009-016-02-23-MEG

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 24, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, February 25, 2009**
If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Award to Lowes	Multiple Vendors
Bidder	
ACCOUNT: 9-1100-423-21-280-002-0-442 Rent, 9-1100-423-21-280-002-0-623 Supplies	

Authorized Signature _____ Printed Name _____ Date _____

Taxable Entity Search Results

Franchise Tax Certification of Account Status

This Certification Not Sufficient for Filings with Secretary of State

Do **not** include a certificate from this Web site as part of a filing with the Secretary of State for dissolution, merger, withdrawal, or conversion. The Secretary of State will reject a filing that uses the certification from this site.

To obtain a certificate that is sufficient for dissolution, merger, or conversion, see Publication 98-336d, Requirements to Dissolve, Merge or Convert a Texas Entity.

Certification of Account Status | Officers And Directors Information

Entity Information:	**WELDINGHOUSE, INC** 705 NAVIGATION BLVD CORPUS CHRISTI, TX 78408-2643
Status:	**IN GOOD STANDING NOT FOR DISSOLUTION OR WITHDRAWAL through May 15, 2009**
Registered Agent:	STEVE W BURCK 4833 LEOPARD CORPUS CHRISTI, TX 78408
Registered Agent Resignation Date:	
State of Formation:	
File Number:	0104906100
SOS Registration Date:	December 10, 1987
Taxpayer Number:	17424827198

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-016-03-03

THIS CONTRACT is made and entered into this 3rd day of March, 2009 by and between the County of Hidalgo, Texas ("County"), and Airgas Inc. dba Airgas Southwest, Inc. ("Corporation").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 2, 2009** and ending **March 1, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Airgas, Inc. dba Airgas Southwest, Inc.**
P.O. Box 9096
Remit to: P.O. Box 676031
Corpus Christi, Texas 78469

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

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

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, District Attorney's Office

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Purchase of Welding Supplies and Related Services"**
Bid No: 2009-016-02-23 MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 6 pages**
4. **Exhibit "B" Bid Page consisting of 3 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 5 pages.**
9. **Certification Regarding Debarment consists of 1 page.**

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

FEB 09 2009
Date

BID: 09-016-02-23-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID OPENING DATE:
February 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-016-02-23-MEG HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Monday February 23, 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-09-016-02-23-MEG.** 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-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 23 , 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 there under, 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
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO.: 09-016-02-23-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   - A: Industrial Welding Services
   - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **"Industrial Welding Services and Supplies"** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	**Tank Size**
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)
25. Tip cleaner- Standard
26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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

5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or

the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY FEBRUARY 16 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	
	7018	5/32	50 LBS	
	6011	1/8	50 LBS	
	6011	5/32	50 LBS	
	6011	3/32	50 LBS	
2. Rod keeper (storage system)			30 LBS	
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	
	#460	1/8	10 LBS	
5. Torch RD-45	1/8 Steel		1 LB	
	3/32		1 LB	
6. Alloy 144 Brass Electrode	1/8		1 LB	
	5/32		1 LB	
7. Torch Brass	1/8		1 LB	
	5/32		1 LB	
				BID PRICE
8. Oxygen (for welding gas)	80 Series			
	100 Series			
	200 Series			
9. Acetylene, (for welding gas)	100 Series			
10. Welding Goggles standard (square frame, flip lens preferred)				
11. Leather Welding Gloves (standard)				
12. Welding Helmets (2" with flip lens preferred)				

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	
14. Doo- Rag Flame Retardant Cap and/or Beanies		
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	
16. Bid Apron Leather 36" – 48"		
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR				

	Size	**BID PRICE**
21. Torch Hoses	25 ft x ¼	
	50 ft x ¼	
	100 ft x ¼	
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series	
	Medium 300 Series	

	Gas	**Tank Size**	**BID PRICE**
23. Rental of Cylinder (as needed)	Oxygen	80 Series	
		100 Series	
		200 Series	
	Acetylene	100 Series	
24. No. 1 Cable (by feet)			
25. Tip cleaner- Standard			
26. Flat Soap Stone-Standard Square			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
						$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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 Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-016-00-00

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" 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 Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

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

4. 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. 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.

6. 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.

7. 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

DRAFT

payable against written invoice submitted by Company.

8. 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.

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

10. 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.

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

12. 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.

13. 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:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

14. 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.

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

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

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

DRAFT

WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

DRAFT

DEBARMENT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A" SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   A: Industrial Welding Services
   B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **AIndustrial Welding Services and Supplies@** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

Small Torch 100 Series	Tip Type 1-010-1	Size
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

Medium Torch 300 Series	Tip Type 1-010-1	Size
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	Tank Size
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)

25. Tip cleaner- Standard

26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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

5. It is expressly understood and agreed that in case Hidalgo County should need AIndustrial Welding Services and/or Welding Supplies @ not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor=s prices do not conform to public pricing.

6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County=s sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit AC@ must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test=s acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- $ A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
- $ The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- $ The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- $ No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
- $ The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY, FEBRUARY 16, 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY, FEBRUARY 18, 2009.**

EXHIBIT "B" VENDOR'S BID

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	74.30
	7018	5/32	50 LBS	73.35
	6011	1/8	50 LBS	76.82
	6011	5/32	50 LBS	76.00
	6011	3/32	50 LBS	81.35
2. Rod keeper (storage system)			30 LBS	301.67
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	29.13
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	38.76
	#460	1/8	10 LBS	31.43
5. Torch RD-45	1/8 Steel		1 LB	3.69
	3/32		1 LB	3.70
6. Alloy 144 Brass Electrode	1/8		1 LB	31.21 (11.5# box)
	5/32		1 LB	37.92 (11.5# box)
7. Torch Brass	1/8		1 LB	13.47
	5/32		1 LB	10.95 (10# box)
				BID PRICE
8. Oxygen (for welding gas)	80 Series			7.75
	100 Series			8.25
	200 Series			9.43
9. Acetylene, (for welding gas)	100 Series		Per Cft.	24.07
10. Welding Goggles standard (square frame, flip lens preferred)				12.30
11. Leather Welding Gloves (standard)				3.96
12. Welding Helmets (2" with flip lens preferred)				29.17

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	50.92
	Medium	50.92
	Large	50.92
14. Doo- Rag Flame Retardant Cap and/or Beanies		4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz 6x6	27.36
16. Bid Apron Leather 36" – 48"		22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening ~~Inner Replacement~~	~~1-13/16" x 4-1/16"~~	~~No Bid~~

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	72.03
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	72.03
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR				89.00

	Size	**BID PRICE**
21. Torch Hoses	25 ft x ¼	21.15
	50 ft x ¼	36.52
	100 ft x ¼	71.26
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series	209.99
	Medium 300 Series	272.28

	Gas	**Tank Size**	**BID PRICE**
23. Rental of Cylinder (as needed)	Oxygen	80 Series	4.50
		100 Series	4.50
		200 Series	4.50
	Acetylene	100 Series	4.50
24. No. 1 Cable (by feet)			1.98
25. Tip cleaner- Standard			7.85
26. Flat Soap Stone-Standard Square		per box	8.00

BIDDER/COMPANY NAME: Airgas

ADDRESS: 201 N. 23rd Street

CITY/STATE/ZIP CODE: Mcallen, TX 78501

PHONE & FAX NO.'S: 686-7622 682-6936

CELL PHONE: 522-6356

AUTHORIZED SIGNATURE: Jesse Mendoza

PRINTED NAME: Jesse Mendoza

TITLE: Account Manager

EMAIL: Jesse.Mendoza@airgas.com

ADDENDUM NO. 1

February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

1. Safety glasses dark
2. ~~Safety glasses clear~~
3. Welding .030 cable liners for Millermatic 135
4. Welding wire spools .030 flux coated
5. Tips .030 for welder Millermatic 135
6. Millermatic 135 nozzle tip protector – slip on type
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid
9. Chop saw blades 14 x 3/32 x 1
10. Striker & flints
11. Cutting dark goggles

GAS

1- Oxygen (for welding gas) cylinder size: 21 and 125 series
2- Acetylene (for welding gas) cylinder size: #3, #4, MC

USE TABLE BELOW TO SUBMIT PRICES AS AN ADDITION TO EXHIBIT "B"

WELDING SUPPLY'S	**PRICE**
1. Safety glasses dark	1.53
2. Safety glasses clear	2.02
3. Welding .030 cable liners for Millermatic 135	13.82
4. Welding wire spools .030 flux coated	57.52
5. Tips .030 for welder Millermatic 135	6.63 pkg of 10 Each
6. Millermatic 135 nozzle tip protector – slip on type	8.23 pkg of 10 Each
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs	2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	2.98
9. Chop saw blades 14 x 3/32 x 1	5.20
10. Striker & flints	4.34
11. Cutting dark goggles	5.95
GAS	**PRICE**
1. Oxygen (for welding gas) cylinder size 21 series	6.00
125 series	8.25.00
2. Acetylene (for welding gas) cylinder size: #3,	19.56
Cylinder size #4, MC	10.58

I, Jesse Mendoza, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-**"HIDALGO COUNTY PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**

Airgas Southwest — Printed Bidder Name

2-20-09 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "C" INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Jesse Mendoza, authorized representative for Dirges,
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

EXHIBIT "D"
CONFLICT OF INTEREST FORM
(CIQ)

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.**

N/A

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

VENDOR/BIDDER APPLICATION

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 Fax (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: Airgas Southwest **Telephone No.** (956) 686-4622

dba Name: Airgas

Legal Name: Airgas

Mailing Address : 201 N. 23rd st. **Fax No.** (956) 682-6934

Physical Address: 201 N. 23rd st.

City, State, Zip Mcallen TX 78501 **Tax I.D. No.**

Remit to Address : 201 N. 23rd st **City, State, Zip** Mcallen, TX 78501

E-Mail Address: jesse.Mendoza@airgas.com

Representative(s) Name(s) & Title(s) Jesse Mendoza / Account Manager

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 1-74-2768918-1 **(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:

Jesse Mendoza Account Manager

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?: Welding and gas supplies

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. October 2007)
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)
Airgas, Inc.

Business name, if different from above
Airgas Southwest, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P. O. Box 9096 **Remit to: P.O. Box 676031**

Requester's name and address (optional)

City, state, and ZIP code
Corpus Christi, TX 78469 **Dallas, TX 75267**

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
74 : **2768918**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Tommy Hemes Date ▶ 11-17-08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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.

DEBARMENT FORM

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: Jesse Mendoza
Print Name: Jesse Mendoza
Title: Account manager
Telephone Number: 522-0356
Date: 2-20-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-016A-03-03

THIS CONTRACT is made and entered into this 3rd day of March, 2009 by and between the County of Hidalgo, Texas ("County"), and Weldinghouse, Inc. ("Corporation").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 2, 2009** and ending **March 1, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Weldinghouse, Inc.**
301 N. McColl Ste B
McAllen, Texas 78501

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

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

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, District Attorney's Office

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2009

Re: **HIDALGO COUNTY**
Request for Bids -**"Purchase of Welding Supplies and Related Services"**
Bid No: 2009-016-02-23 MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
~~CHECKLIST~~

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

1. **Request For Bid Letter, consisting of __1__page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__6__ pages**
4. **Exhibit "B" Bid Page consisting of__3__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Draft Requirements Agreement consisting of __5__ pages.**
9. **Certification Regarding Debarment consists of _1__ page.**

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

FEB 0 9 2009
Date

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID: 09-016-02-23-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID OPENING DATE:
February 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-016-02-23-MEG HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Monday February 23, 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-09-016-02-23-MEG.** 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-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 23 , 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 there under, 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
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO.: 09-016-02-23-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "A"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   A: Industrial Welding Services
   B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **"Industrial Welding Services and Supplies"** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	**Tank Size**
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)
25. Tip cleaner- Standard
26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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

5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY FEBRUARY 16 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	
	7018	5/32	50 LBS	
	6011	1/8	50 LBS	
	6011	5/32	50 LBS	
	6011	3/32	50 LBS	
2. Rod keeper (storage system)			30 LBS	
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	
	#460	1/8	10 LBS	
5. Torch RD-45	1/8 Steel		1 LB	
	3/32		1 LB	
6. Alloy 144 Brass Electrode	1/8		1 LB	
	5/32		1 LB	
7. Torch Brass	1/8		1 LB	
	5/32		1 LB	
				BID PRICE
8. Oxygen (for welding gas)	80 Series			
	100 Series			
	200 Series			
9. Acetylene, (for welding gas)	100 Series			
10. Welding Goggles standard (square frame, flip lens preferred)				
11. Leather Welding Gloves (standard)				
12. Welding Helmets (2" with flip lens preferred)				

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	
14. Doo- Rag Flame Retardant Cap and/or Beanies		
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	
16. Bid Apron Leather 36" – 48"		
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR				

	Size	**BID PRICE**
21. Torch Hoses	25 ft x ¼	
	50 ft x ¼	
	100 ft x ¼	
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series	
	Medium 300 Series	

	Gas	**Tank Size**	**BID PRICE**
23. Rental of Cylinder (as needed)	Oxygen	80 Series	
		100 Series	
		200 Series	
	Acetylene	100 Series	
24. No. 1 Cable (by feet)			
25. Tip cleaner- Standard			
26. Flat Soap Stone-Standard Square			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ ~~will be acquired within 10 working days after notification from Purchasing Department of bid~~ awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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).

OFFICE USE ONLY

Date Received

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.

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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 Fax (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.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-016-00-00

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" 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 Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

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with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

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

4. 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. 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.

6. 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.

7. 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

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payable against written invoice submitted by Company.

8. 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.

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

10. 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.

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

12. 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.

13. 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:

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If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

14. 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.

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

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

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

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WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

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DEBARMENT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A" SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   - A: Industrial Welding Services
   - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **AIndustrial Welding Services and Supplies@** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS" WELDING SUPPLIES** (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

	Tip Type 1-010-1	Size
Small Torch 100 Series	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

	Tip Type 1-010-1	Size
Medium Torch 300 Series	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼

22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	Tank Size
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)

25. Tip cleaner- Standard

26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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

5. It is expressly understood and agreed that in case Hidalgo County should need AIndustrial Welding Services and/or Welding Supplies @ not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor=s prices do not conform to public pricing.

6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County=s sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit AC@ must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test=s acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- $ A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
- $ The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- $ The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- $ No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
- $ The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY, FEBRUARY 16, 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY, FEBRUARY 18, 2009.**

EXHIBIT "B" VENDOR'S BID

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges)	7018	1/8	50 LBS	$83.50
1a Stainless steal welding **Rods** (different gauges)	7018	5/32	50 LBS	$82.50
	6011	1/8	50 LBS Esab	$95.00
	6011	5/32	50 LBS Esab	$105.00
	6011	3/32	50 LBS Esab	$115.00
2. Rod keeper (storage system)			30 LBS (50lbs)	$205.00
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	No Bid
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	No Bid
	#460	1/8	10 LBS	No Bid
5. Torch RD-45	1/8 Steel		1 LB	No Bid
	3/32		1 LB	No Bid
6. Alloy 144 Brass Electrode	1/8		1 LB	No Bid
	5/32		1 LB	No Bid
7. Torch Brass	1/8		1 LB	No Bid
	5/32		1 LB	No Bid
				BID PRICE
8. Oxygen (for welding gas)	80 Series			$5.60
	100 Series			$6.25
	200 Series			$8.80
9. Acetylene, (for welding gas)	100 Series			$.1990 cf
10. Welding Goggles standard (square frame, flip lens preferred) Jackson WS85				$9.50
11. Leather Welding Gloves (standard) Revco 110				$5.25
12. Welding Helmets (2" with flip lens preferred) Jackson HSL2 Black				$33.75

		BID PRICE
13. Leather Jackets for Welders (complete)	Small Revco	$39.80
	Medium Revco	$39.80
	Large Revco	$39.80
14. Doo- Rag Flame Retardant Cap and/or Beanies		No Bid
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	No Bid
16. Bid Apron Leather 36" – 48"	Revco 48A	$24.00
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	(5 per bag) 1-13/16" x 4-1/16"	$1.65
18. Torch Lighters (3 way)		$2.30

These part numbers and descriptions are inaccurate. Medium and large tips are not interchangeable. This holds true for either cutting tips or welding tips.

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

Small Torch
100 Series

These part nos. do not coincide with description

Tip Type 1-010-1	Size	BID PRICE
Cutting Tip Org. Victor	Should be 0-3-101 Vic 03-101 Victor	$9.75
Welding Tip Victor 2 or equalivant to	#0-W-1	$32.61
	#1-W-1	$32.61
	#2-W-1	$33.10
	#3-W-1	$33.90
Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$59.80 (8MFA-1)

Medium Torch
300 Series

These should not have a "1" as a suffix.

These part nos. do not coincide with description

Tip Type 1-010-1	Size	BID PRICE
Cutting Tip Org. Victor	Should be 0-1-101 03-101 Victor	$9.75
Welding Tip Victor 2 or equalivant to	#0-W-1	$33.93
	#1-W-1	$35.99
	#2-W-1	$35.99
	#3-W-1	$36.50
Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$85.68

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	Please clarify if 1-1/2", 2" or 2-1/2"gauges	
21. Torch Hoses	25 ft x ¼ Grade T	$25.00
	50 ft x ¼ Grade T	$44.00
	100 ft x ¼ Grade T	$83.00
22. Torches Complete Kit is preferred with handle and cutting attachments	This series is "Medium" Small 100 Series	$168.00
	This series is "Large" Medium 300 Series	$269.00

Gas	Tank Size	BID PRICE
23. Rental of Cylinder (as needed) Oxygen	80 Series	$.195 day
	100 Series	$.195 day
	200 Series	$.195 day
Acetylene	100 Series	$.195 day

24. No. 1 Cable (by feet)	$1.18 FT
25. Tip cleaner- Standard	$1.60
26. Flat Soap Stone-Standard Square	$8.35 GROSS

BIDDER/COMPANY NAME: Weldinghouse, Inc

ADDRESS: 301 N. McColl Ste. B

CITY/STATE/ZIP CODE: McAllen, TX

PHONE & FAX NO.'S: (956)682-6844 fax (956)631-8749

CELL PHONE:

AUTHORIZED SIGNATURE:

PRINTED NAME: Roel Dávila

TITLE: Manager

EMAIL: rdavila@weldinghouse.com

All cylinders are barcoded which allows better tracking and accountability.
Cylinders dropped off are scanned as are cylinders returned. This information is downloaded to our computers and verified wiht the information we have on cylinder.
Acetylene #4 cylinders are billed for actual contents (max is 145cf)
Max hazmat fee $5.00 per ticket.
Delivery is $10.00 per delivery.
Cylinder rental is $.195 per day.

ADDENDUM NO. 1

February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

1. Safety glasses dark
2. Safety glasses clear
3. Welding .030 cable liners for Millermatic 135
4. Welding wire spools .030 flux coated
5. Tips .030 for welder Millermatic 135
6. Millermatic 135 nozzle tip protector -- slip on type
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid
9. Chop saw blades 14 x 3/32 x 1
10. Striker & flints
11. Cutting dark goggles

GAS

1- Oxygen (for welding gas) cylinder size: 21 and 125 series
2- Acetylene (for welding gas) cylinder size: #3, #4, MC

USE TABLE BELOW TO SUBMIT PRICES AS AN ADDITION TO EXHIBIT "B"

WELDING SUPPLY'S		PRICE
1. Safety glasses dark Jackson Nemesis w/cord (19806)		$3.30 ea
2. Safety glasses clear Jackson Nemesis w/cord (19804)		$2.92 ea
3. Welding .030 cable liners for Millermatic 135		$12.00
4. Welding wire spools .030 flux coated (10lb spool)		$38.95 spool
5. Tips .030 for welder Millermatic 135		$ .56 ea
6. Millermatic 135 nozzle tip protector – slip on type		$5.69 ea
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs (threaded is 4-1/2 x 1/4 x 5/8-11)		$2.20 ea
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid		24 grit $ .63/50 grit $.58/ 120 grit $ .55ea (B-Line)
9. Chop saw blades 14 x 3/32 x 1		$5.61 ea
10. Striker & flints Three flint and refills		Striker $2.30 ea /refills $1.7
11. Cutting dark goggles flex frame fixed front		$7.31
GAS		**PRICE**
1. Oxygen (for welding gas) cylinder size	21 series	$4.20
	125 series	$6.25
2. Acetylene (for welding gas)	cylinder size: #3,	$19.00
	Cylinder size #4, MC	#4 $ .1975cf MC $9.25

All cylinders are barcoded for better tracking and accountability. Acetylene #4 is only billed for actual contents. Max hazmat fee $5.00 per ticket. Delivery is $10.00 per delivery. Cylinder rental is $.195 per day for oxygen 125 and up and #3 acetylene and up.

I, Roel J. Davila, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-**"HIDALGO COUNTY PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**

Roel J. Davila — Printed Bidder Name

23 February 2009 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "C" INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Roel Dávila, authorized representative for Weldinghouse, Inc., 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

23 feb. 2009
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

EXHIBIT "D"
CONFLICT OF INTEREST FORM
(CIQ)

VENDOR/BIDDER APPLICATION

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 Fax (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: Weldinghouse, Inc. Telephone No. (956) 682-6844

dba Name:

Legal Name:

Mailing Address : 301 N. McColl Ste B Fax No. (956) 631-8749

Physical Address: 301 N. McColl Ste B

City, State, Zip McAllen, TX 78501 Tax I.D. No.

Remit to Address : 705 N. Navigation City, State, Zip Corpus Christi, TX 78408

E-Mail Address: rdavila@weldinghouse.com

Representative(s) Name(s) & Title(s) Roel Davila manager/ Gene C. sales

Type of Organization (check one): _____ Individual _____ Partnership __x__ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No. 1-74248279-8 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler __x__ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Roel Davila - manager

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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
Weldinghouse, Inc

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
301 N. McColl Ste B

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

List account number(s) here (optional)
Various

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
7	4	2	4	8	2	7	1	9

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 ▶ [signature] Date ▶ 23 february 2009

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.

DEBARMENT FORM

AI-14290 **22.A.7.**

Acceptance Date for Bank Depository Applications
CC REGULAR

Date:	03/03/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to Texas Local Government Code, Chapter 116.023(a) and action taken by CC on 1-28-09 setting the advertising and acceptance dates, requesting direction and action regarding the proposed re-scheduling of Comssioner's Court meeting, including, but not limited to the following options:

A. Requesting approval to keep Commissioner Court meeting on Tuesday, March 10, 2009 in order to comply with the timely advertised and published notices of the Bank Depository Application process; or, in the alternative;

B. Approve the re-scheduling of Commissioners Court meeting from Tuesday, March 10, 2009 to MONDAY, MARCH 9, 2009; and, if approved;

C. Requesting authority for Purchasing Agent to issue an Addendum in connection with the re-scheduling of Bank Depository Applications acceptance date from Tuesday, March 10, 2009 to Monday, March 9, 2009; or, in the alternative;

D. Recommending that pursuant to Texas Local Government Code, Chapter 116,023(a) that Hidalgo County Judge, Hon. J. D. Salinas, III designate a representative to accept Bank Depository Applications on the originally approved date, time and place set by CC of no later than 10:00 a.m., March 10, 2009 at Hidalgo County Commissioners Court meeting room located at 100 E. Cano, 1st. Floor, Edinburg, Texas (as timely advertised and published).

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:

Available balance as of 2-27-09 $48,924.75

Attachments

Link: 116.002

Link: Bank Dep. Back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/26/2009 06:08 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:56 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/27/2009 11:41 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marty Salazar

Started On: 02/26/2009 02:44 PM

Final Approval Date: 02/27/2009

§ 116.002. Money Affected

(a) This chapter applies to money collected or held by a district, county, or precinct officer in a county and by the officers of a defined district or subdivision in the county, including the funds of a municipal or quasi-municipal subdivision or corporation that has the power to select its own depository but has not done so. The money shall be deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Warrants, checks, and vouchers evidencing the money deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

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

[Sections 116.003 to 116.020 reserved for expansion]

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

§ 116.021. Depository and Subdepository Contracts

(a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the county is qualified to use.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, § 2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, § 1, eff. Aug. 28, 1995; Acts 2007, 80th Leg., ch. 899, § 1, eff. June 15, 2007.

§ 116.022. Notice

(a) Once each week for at least 20 days before the date to submit an application under Section 116.023(a), the county judge shall place over the judge's name in a newspaper of general circulation in the county a notice that the commissioners court intends to receive applications from which to select a depository bank. A notice shall also be posted at the courthouse door of the county.

(b) If a newspaper is not published in the county, the newspaper notice shall be placed in a newspaper published in the nearest county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 65, § 2, eff. Aug. 28, 1995; Acts 2007, 80th Leg., ch. 899, § 2, eff. June 15, 2007.

§ 116.023. Applications

(a) A bank in the county that wants to be a county depository must deliver its application to the county judge or a designated representative of the judge on or before a date set by the commissioners court that is no later than the 60th day before the date of the expiration of the existing depository contract.

(b) The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:

(1) a statement showing the financial condition of the bank on the date of the application; and

(2) a certified check or cashier's check for at least one-half percent of the county's revenue for the preceding year.

(c) The certified or cashier's check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the

county judge shall readvertise for applications, if necessary, to obtain a depository for the county.

(d) A bank in the county that wants to be a county subdepository must comply with Subsections (a) and (b)(1). The subdepository's application must include a proposal outlining its security for the county public funds to be held in addition to revenue offers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 628, § 4, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, § 3, eff. Sept. 1, 1991; Acts 2007, 80th Leg., ch. 899, § 3, eff. June 15, 2007.

§ 116.024. Selection of Depositories and Subdepositories

(a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications; and

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.

(b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.

(c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.

(d) The conflict of interests provisions of Section 131.903 apply to the selection of the depositories.

(e) After selecting one or more subdepositories, the commissioners court shall immediately notify each selected applicant of its selection. Within 15 days, the selected applicant must file a bond or other security as approved by the commissioners court.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, §§ 4, 5, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 268, § 29, eff. Sept. 1, 1993; Acts 2007, 80th Leg., ch. 899, § 4, eff. June 15, 2007.

§ 116.025. Designation of Depository or Subdepository

When security is provided in accordance with Subchapter C [1] and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository or subdepository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository or subdepository.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, § 6, eff. Sept. 1, 1991.

[1] V.T.C.A., Local Government Code § 116.051 et seq.

§ 116.026. Applicants Outside County

If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state.

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

§ 116.027. Selection of Nonapplicant Depository

(a) If no application to be a county depository is submitted, or if all of the applications are declined, the commissioners court shall deposit the funds of the county with any one or more banks in the county or in the adjoining counties in the amounts and for the periods as the commissioners court considers advisable.

(b) A bank that receives deposits under this section shall provide security in the manner and form, and subject to the same conditions, as is required for a depository of county funds. The penalty of the security must at least equal the total amount of county funds deposited with the bank.

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

[Sections 116.028 to 116.050 reserved for expansion]

SUBCHAPTER C. SECURITY FOR FUNDS HELD BY DEPOSITORY

§ 116.051. Qualification as Depository or Subdepository

Within 15 days after the date a bank is selected as a county depository or subdepository, the bank must qualify as the depository or subdepository by providing security for the funds to be deposited by the

AI-13875 **21.A.12.**

Bank Depository/Processing Remittance (Lockbox) Agreements

CC REGULAR

Date: 02/09/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Pursuant to Texas Local Government Code, Chapter 116-Depositories for County Public Funds, discussion, consideration and appropriate action to re-open negotiations with the current County depository bank, First National Bank as afforded under Chapter 116, Section .021 (a) for an additional two (2) year renewal; or, in the alternative,

B. Authority for previously designated/appointed committee to commence renegotiations with the current depository, First National Bank as provided under Chapter 116.021(a) for an additional two (2) year renewal with a limited time frame for conclusion of the negotiation; and,

C. In the event that negotiations to renew with the current depository First National Bank prove unsuccessful, authority for Purchasing Department to continue with the scheduled publication under 116.022 & .023 of Notice that Hidalgo County Commissioners Court intends to receive Applications from which to select a depository bank(s);

BACKGROUND

Fiscal Impact

Attachments

Link: Gov. Code
Link: Depository AD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/06/2009 08:32 AM	APRV
2	Budget & Management		02/06/2009 08:34 AM	NEW

Form Started By: Marty Salazar Started On: 02/06/2009 07:48 AM
Final Approval Date: 02/06/2009

NOTICE

HIDALGO COUNTY COMMISSIONERS' COURT INTENDS TO MAKE A DEPOSITORY CONTRACT AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e. TRUST ACCOUNT SERVICES)

NOTICE: The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 (Vernon 1988 and Supp. 1999).
The terms of the Depository Agreement with the County Of Hidalgo may also be utilized by Hidalgo County Drainage District No. 1 except as such provisions may differ in accordance with Texas Water Code Chapters 49 & 56 and more specifically detailed in Application Packet.

APPLICATIONS may be obtained by calling the Office of the County Judge (956) 318-2600 or the Hidalgo County Purchasing Department 9956) 318-2626, requested via email to: ramon.vela@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas.

IMPORTANT RELEASE DATE: APPLICATION PACKETS WILL BE RELEASED ON TUESDAY, FEBRUARY 17, 2009 AT 11:00 A.M.

SEALED APPLICATIONS for **APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)"** must be properly addressed and delivered to **Juan D. Salinas, III**, Hidalgo County Judge, in the Hidalgo County Commissioners'Court meeting room located at 100 E. Cano, First Floor, Atrium Area, Edinburg, Texas. **APPLICATIONS will be accepted until 10:00 a.m. on Tuesday, March 10, 2009** at which time they will be filed, announced and be made part of the minutes of Hidalgo County Commissioners' Court proceedings. Thereafter all APPLICATIONS filed, announced and made part of the minutes of Hidalgo County Commissioners' Court proceedings will be considered, evaluated and selected pursuant to Tex. Loc. Gov't Code, Ann., Chapter 116.024.

One (1) original and ten (10) copies of the Application are required with the proper notation clearly written on the lower left hand corner of the envelope/package. **"APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".**

NOTE: TIME FOR ACCEPTANCE OF APPLICATIONS WILL BE DETERMINED BY THE CLOCK IN COMMISSIONERS COURT ROOM SOUTH WALL.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED FOR FILING. ANY APPLICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE/PACKAGE WITH REFERENCE TO: APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".

THE COUNTY AND THE DRAINAGE DISTRICT NO. 1 reserves the right to refuse and reject any/all applications and to waive any/all formalities or technicalities, or to accept the application considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT on this the 3rd day of February, 2009 AND BOARD OF DIRECTORS OF HIDALGO COUNTY, TEXAS, on this the 28th day of January, 2009.

JUAN D. SALINAS, III
HIDALGO COUNTY JUDGE
REPORT ROAD HAZARDS @ 1-866-HRC-SAFE OR 1-866-427-7233

AI-13535 **19.A.5.**

Bank Depository and/or Remittance-Processing (Lockbox) Agreement

CC REGULAR

Date: 01/28/2009
Submitted By: Ramon Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, action and/or approvals in connection with: Bank Depository and/or Remittance-Processing (Lockbox) Agreement including but not limited to, the following:

A. Options available to Counties under Texas Local Government Code 116-Depository and Subdepository Contracts more specifically contracting terms detailed in Chapter 116.021 (a) (b) (c);

1. Renogotiate current agreement for an additional 2 year term;
2. Selection or designation of negotiating team

B. Authority to Advertise Bank Depository and/or Remittance-Processing (Lockbox) Agreement pusuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter 116 and proposed ad copy attached hereto);

C. Approval of the proposed advertising dates for Bank Depository and/or Remittance-Processing (Lockbox) Agreement Specification Packets subject to legal review and therefore the publication dates proposed are:

1. January 31st-February 7th & 14th with acceptance date for bank of applications/proposals/bids at CC agenda meeting of 2-24-09 pursuant to 116; or

2. February 7th, 14th and 21st. with acceptance date for bank applications/proposals/bids at CC meeting of 3-3-09 pursuant to 116

D. Appointment or designation of "Evaluation Committee" to score and evaluate Bank Depository & Remittance-Processing (Lockbox) Bank Applications filed with the Court;

Notes: 1. Historically Hidalgo County Investement Committee (comprised of the County Treasurer, County Auditor and County Judge) including Purchasing Dept. and County Tax Assessor as consultant to Evaluation Committee:

2. In recent past County Judge has chosen not participate in Evaluation Committee inasmuch as a member of Commissioner Court which will select and award;

Evaluation Committee Members:

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

Vendors	Contract Description	Contract #
Commercial Security Integration	Radio Communication Pro.	285-08
The PlayWell Group	Parks & Recr. & Field Light Pro. & Inst.	269-07

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #6.

5. **Presentation for discussion, consideration, action and/or approvals in connection with: Bank Depository and/or Remittance-Processing (Lockbox) Agreement including but not limited to, the following:**

A. Options available to Counties under Texas Local Government Code 116-Depository and Subdepository Contracts more specifically contracting terms detailed in Chapter 116.021 (a) (b) (c);
***1.* Renegotiate current agreement for an additional 2 year term;**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. Selection or designation of negotiating team

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to designate Executive Officer, Tax Assessor Collector, Budget Officer, Auditor, Treasurer, District Clerk and Purchasing.

At this time the Court moved to item #16-A.

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to designate the Executive Officer, Budget Officer, District Clerk, County Clerk, Treasurer, Tax Assessor Collector, Auditor and Purchasing to the Negotiating team.

At this time the Court moved back to item #12.

B. Authority to Advertise Bank Depository and/or Remittance-Processing (Lockbox) Agreement pursuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter *116* and proposed ad copy attached hereto);

NO ACTION taken on this item.

C. Approval of the proposed advertising dates for Bank Depository and/or Remittance-Processing (Lockbox) Agreement Specification Packets subject to legal review and therefore the publication dates proposed are:
1.January 31st-February 7th & 14th with acceptance date for bank of applications/proposals/bids at CC agenda meeting of 2-24-09 pursuant to *116;* or
2.February 7th, 14th and 21st. with acceptance date for bank applications/proposals/bids at CC meeting of 3-3-09 pursuant to 116

NO ACTION taken on this item on items #1 & 2.

D. Appointment or designation of "Evaluation Committee" to score and evaluate Bank Depository & Remittance-Processing (Lockbox) Bank Applications filed with the Court;
Notes: 1. Historically Hidalgo County Investment Committee (comprised of the County Treasurer, County Auditor and County Judge) including Purchasing
Dept. and County Tax Assessor as consultant to Evaluation Committee:
2. In recent past County Judge has chosen not participate in Evaluation Committee inasmuch as a member of Commissioner Court which
will select and award; Evaluation Committee Members:

1. _____
2. _____
3. _____
4. _____
5. _____

NO ACTION taken on this items #1 & 2.

6. **Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract) as attached hereto for: Hidalgo County - "New & Used Guardrail Beam Materials & Installation" Bid No. 2009-009**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. **Presentation for discussion, consideration and action to exercise the County's option to renew/extend for an additional one *(1)* year period as provided in the current contract agreement (under the same rates, terms and conditions).**
Effective date of renew/extension is February 24, 2009.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval rescind prior motion.

NO ACTION taken on this item.

At this time the Court moved to item #9.

tion of which the governing body is the commissioners court may require that a minimum of 25 percent of the work be performed by the bidder and, notwithstanding any other law to the contrary, may establish financial criteria for the surety companies that provide payment and performance bonds.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1019, § 1, eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 669, § 78, eff. Sept. 1, 2001.

§ 262.0255. Additional Notice and Bond Provisions Relating to Purchase of Certain Equipment

(a) A notice of a proposed purchase of earth-moving, material-handling, road maintenance, or construction equipment under Section 262.025 may include a request for information about the costs of the repair, maintenance, or repurchase of the equipment.

(b) The commissioners court may require the bidder to furnish, to the county in a contract for the purchase of the equipment, a bond to cover the repurchase costs of the equipment.

Added by Acts 1991, 72nd Leg., ch. 416, § 1, eff. Sept. 1, 1991.

§ 262.0256. Pre–bid Conference for Certain Counties or a District Governed by Those Counties

Text of section as amended by Acts 2003, 78th Leg., ch. 660, § 1

(a) This section applies only to a county with a population of 2.8 million or more.

(b) The commissioners court of the county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

(c) After a conference is conducted under Subsection (b), any additional required notice for the proposed purchase may be sent by certified mail, return receipt requested, only to prospective bidders who attended the conference. Notice under this subsection is not subject to the requirements of Section 262.025.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 660, § 1, eff. Sept. 1, 2003.

For text of section as amended by Acts 2003, 78th Leg., ch. 725, § 1, see § 262.0256, post.

§ 262.0256. Pre–bid Conference

Text of section as amended by Acts 2003, 78th Leg., ch. 725, § 1

The commissioners court of a county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, § 1, eff. Sept. 1, 2003.

For text of section as amended by Acts 2003, 78th Leg., ch. 660, § 1, see § 262.0256, ante.

§ 262.026. Opening of Bids

(a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, § 3, eff. Sept. 1, 1999.

§ 262.027. Awarding of Contract

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

AI-14211 **22.A.8.**

Bio Hazardous Waste Disposal Services

CC REGULAR

Date:	03/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bio Hazardous Waste Disposal Services" (RFB No: 2009-005-MEG)

BACKGROUND

1. Current Contract expires on March 1, 2009
2. Draft Contract Document form was previously approved by Legal Counsel on January 27 ,2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-421

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $6,803.72.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-421

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $3,346.96.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-421

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $4,300.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-421

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $3,346.96.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-003-0-421

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

BUDGETARY IMPACT:

Available Balance as of 2-27-09 $624.30.

Attachments

Link: Bid Tabulation/Memo/Participation Log

Link: Bio Hazardous Waste Disposal Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 08:30 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Elena Gomez Started On: 02/24/2009 01:58 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: FEBRUARY 23, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "BIO-HAZARDOUS WASTE DISPOSAL SERVICE"	
BID NO: 2009-005-02-23-MEG	**BUYER I: ELENA GOMEZ**

BID # RFB#	NAME OF COMPANY	Bid price for one (1) year of contract	Bid price for one (1) year renewal of contract
#1	ENVIROTECH CARRIERS	$ 19.00 per box, container, etc	$ 19.00 per box, container, etc
#2	STERICYCLE, INC	$ 45.00 per box, container, etc	$ 48.15 per box, container, etc
#3			
#4			
#5			
#6			
#7			
#8			
#9			

TABULATION SHEET

"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"
BID NO: 2009-005-02-23-MEG

HIDALGO COUNTY TABULATION SHEET

BID OPENING DATE: FEBRUARY 23, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

BID NO: RFB NO: 2009-005-02-23-MEG

STERICYCLE, INC

LANDFILL SITE: (Name Of Comp) Texas Disposal Landfill/Security Landfill (Address) 3606 FM 1327 Buda, Texas 78610 19248 Hwy. 105 E. Cleveland, Tex 77327

CHARGE PER COLLECTION Including basis for such charge (e.g., Container size, volume of materials actually collected, etc.)

Per Container $ n/a Per Box $ n/a

Charge for collection is on a per box basis below for all sites listed w/ the bid documents. Sharps containers are a separate product order.

Description Of Containers	Size (To Include But Not Limited To)	"Sharp" Containers Cost Per Item	County Owned Containers	COLLECTIONS schedule required WIC clinic, Juvenile Detention, Adult Detention and Health Department	Bid price for one (1) year of contract (please indicate)	Bid price for one (1) renewal of contract (please indicate)
Corrugated Box	3.1 CF- Medium	$ 6.30 5 QT.		n/a	$ 45.00 per box, container, etc.	$ 48.15 per box, container, etc.
Red Tub	28 Gal. tub	$ 3.10 1 QT	n/a	n/a		
		$ 3.76 2 GAL	n/a	n/a		
		$ 4.67 3 GAL	n/a	n/a		

Description of tracking and manifest documentation procedures:
A white generator copy will be provided of initial pick-up and once waste is destroyed a final destruction copy will be sent.

ENVIROTECH CARRIERS

LANDFILL SITE: (Name Of Comp) Bio Medical Waste Solutions (Address) P.O. Box 398 Nederland, Texas 77627

CHARGE PER COLLECTION
Including basis for such charge (e.g., Container size, volume of materials actually collected, etc.)

Per Container $ 19.00 Per Box $ 19.00

Charge for collection is on a per box basis below for all sites listed w/ the bid documents. Sharps containers are a separate product order.

Description Of Containers	Size (To Include But Not Limited To)	"Sharp" Containers Cost Per Item	County Owned Containers	COLLECTIONS schedule required WIC clinic, Juvenile Detention, Adult Detention and Health Department	Bid price for one (1) year of contract (please indicate)	Bid price for one (1) renewal of contract (please indicate)
Corrugated Cardboard	16.5"x14.5"x20.5"	cost will vary based on size	n/a	As Required	$ 19.00 per box, container, etc.	$ 19.00 per box, container, **etc.**

Description of tracking and manifest documentation procedures: See Attached will send it with the attachments (recommendation)

MEMORANDUM

TO: Isreal "Buddy" Silva, Director
Hidalgo County Juvenile Detention

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009

RE: **Bid No. 2009-005-02-23-MEG**
"BID HAZARDOUS WASTE DISPOSAL SERVICES"

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply [redacted] therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday February 24, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday March 3, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S)	***RECOMMENDATION (BASIS)***
Envirotech Carriers, Inc.	lower cost
ACCOUNT: 9-1100-[illegible]23-32-330-001-0-421	

Authorized Signature

Israel "Buddy" Silva
Printed Name

2-24-09
Date

MEMORANDUM

TO: Norma Longoria, WIC Director
Hidalgo County WIC Clinic

ATTN: Margarita Gonzalez, Asst. Tech. II

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009

RE: **Bid No. 2009-005-02-23-MEG**
"BIO HAZARDOUS WASTE DISPOSAL SERVICES"

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner=s Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday February 24, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday March 3, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Enviro Tech Carriers	Lowest bidder
ACCOUNT: 9.1292.441.00.350001.9.421.	

Norma L Longoria — WIC Director — 2/23/09

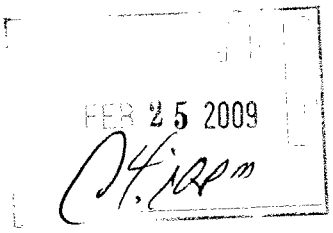
Authorized Signature — Printed Name — Date

MEMORANDUM

TO: Isreal "Buddy" Silva, Director
Hidalgo County Juvenile Detention

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009



RE: **Bid No. 2009-005-02-23-MEG**
"BIO HAZARDOUS WASTE DISPOSAL SERVICES"

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply [redacted], therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday February 24, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday March 3, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	***RECOMMENDATION (BASIS)***
Envirotech Carriers, Inc-	lower cost
ACCOUNT: 9-1100-423-32-330-001-0-421	

Authorized Signature — Israel "Buddy" Silva — 2-24-09

Printed Name — Date

M E M O R A N D U M

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009

RE: **Bid No. 2009-005-02-23-MEG**
"BIO HAZARDOUS WASTE DISPOSAL SERVICES"

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner=s Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday February 24, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday March 3, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Envirotech Carriers	Lowest Bid and Good Service
ACCOUNT: 9-1100-441-00-340-003-0-421	

Eduardo Olivarez 2/23/09

Authorized Signature Printed Name Date

Attached you will find two (2) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner=s Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday February 24, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday March 3, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	***RECOMMENDATION (BASIS)***
Lowest Bidder-	Envirotech -
ACCOUNT: 9-1100-423-21-280.002-0-421	

Anacelto Martinez 2-25-09

Authorized Signature Printed Name Date

M E M O R AN D U M

TO: Anacelto Martinez, Chief Adminstrator
Hidalgo County Adult Detention Facility

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-09-005-03-03

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the 03 day of March, 2009 between the County of Hidalgo, Texas ("County") and Envirotech Carriers, Inc. a Texas Corporation ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit proposals for the collection and disposal of waste materials generated by Hidalgo County Health Department Clinics and Mobile Clinic, the WIC Department Clinics and Mobile Clinic, the Hidalgo County Adult Detention Facility and the Hidalgo County Juvenile Probation Department in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids for Bio-hazardous Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Specifications"); and

Whereas, Contractor has submitted a bid to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

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

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

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

1. Contractor will provide collection services for all Hidalgo County Health Department Clinics and Mobile Clinic, the Hidalgo County WIC Department and Mobile Clinic, the Hidalgo County Sheriff's Department, and the Hidalgo County Juvenile Probation Department on an "on call" basis for a term of one (1) year from and after the effective date hereof. County may, in its sole discretion, elect to extend this Agreement for an additional one (1) year term upon written notice to Contractor not later than thirty (30) days prior to the expiration of the initial term. 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.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC ' 330.2) in the dedicated medical waste containers provided by Contractor prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers and contents shall be Nineteen and 00/100ths Dollars ($19.00) per container. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials. Copies of Contractor's permit(s) for operation of medical waste collection and transportation service in Texas, and for operation of a medical waste disposal service at the disposal facility, owned and operated by the City of Center are attached hereto as items 1 and 2 of Exhibit "B".

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County

immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

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

7. **Miscellaneous Provisions**

7.01 **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.03 **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

7.04 **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (I) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Envirotech Carriers, Inc.
Attn: Milo Diaz
PO Box 270428
Corpus Christi, TX 78427

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.

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

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

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

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

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

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

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

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

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

_____
Juan D. Salinas III, County Judge

Company: Envirotech Carriers, Inc.

By: _____
Printed Name: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

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

By: _____
Steve L. Crain

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY
BIO-HAZARDOUS WASTE DISPOSAL SERVICES
BID NO. 2009-005-00-00-MEG

SPECIFICATIONS:

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. In the event Bidder is not the owner or operator of the landfill site, Bidder shall provide County with copies of documents authorizing Bidder to dispose of bio-hazardous waste materials in such landfill. Bidder shall provide a copy of the current permit for the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous waste products. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous waste collection and disposal business.

2. Bidder will be required to collect all bio-hazardous waste material generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Department and their Mobile Clinics. Bidder should specify the following.

   A. Size and Description of Containers to be provided by Bidder.
   B. Cost per item of "Sharp" containers. (County may elect to provide its own "Sharp" containers.)
   C. Collection Schedule required as follows:
      1. **WIC Departments & Mobile Clinic (See Attachments to Exhibit A)**
      2. **Juvenile Detention- Schedule Flexible**
      3. **Adult Detention Facility (Sheriff Office)- Schedule Flexible**
      4. **Health Dept & Mobile Clinic- Schedule Flexible**

   D. Charge per collection, including basis for such charge (e.g., container size, volume of materials actually collected, etc.).
   E. Additional fees such as landfill charges, transportation charges, etc.

3. Pricing based on container size is preferred. (e.g. 4 quarts)

4. Bidder must include price bid for any additional clinics that may open up throughout contract term.

TERMS & CONDITION:

5. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

6. 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.

7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

9. Vendor must submit a complete manifest and tracking documentation generated by treatment facility, and that the procedures and certify that the manifest are in compliance with state and federal regulations to bio-hazardous waste disposal.

10. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

13. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

14. All costs and expenses associated with the preparation and submission of bids shall be the responsibility Of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

15. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

16. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, month day, 2008 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, month day, 2008 by 5:00 P.M.**

ATTACHEMENT TO EXHIBIT "A"
SCHEDULE
BIO-HAZARDOUS MEDICAL WASTE
BID NO: 2009-005-00-00-MEG

	WIC DEPARTMENT ONLY CLINIC LOCATIONS	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	2x mthly	Up to 3	15	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	Every other mthly	
2	La Joya WIC 204 W. 2 nd La Joya, Tx	1x a mth		16	Edinburg WIC II 113 Dawson Edinburg, Tx	1x a mth	
3	Mission WIC 211 S. Schuback Mission, Tx	2x mthly		17	Mission WIC II 722 N. Breyfogle Mission, Tx	1x a mth	
4	Las Milpas WIC 7013 S. Cage Pharr, Tx	1x a mth		18	Mercedes WIC 504 S. Texas Mercedes, Tx	1x a mth	
5	McAllen WIC 300 E. Hackberry McAllen, Tx	1x a mth		19	McAllen WIC II 220 S. Bicentennial McAllen, Tx	1x a mth	
6	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	3x a mthly		20	McAllen WIC II 3001 S. 23rd McAllen, Tx	1x a mth	
7	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mth		21	Pharr WIC II 926 S. Sam Houston Suite 3 McAllen, Tx	Every 3 mths	
8	San Juan WIC 524 X. Nebraska San Juan, Tx	2 mths only		22	San Juan WIC 509 Earling Rd. San Juan, Tx	1x a mth	
9	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mth		23	San Carlos WIC (San Carlos Comm. Center) East Hwy 107 (230 N. 86th St) San Carlos, Tx	Every 2 mths	
10	Alton WIC Between Glasscock & Shary Rd. Alton, Tx	1x a mth		24	Alton WIC II 3519 S. Main Suite B Mission, Tx	1x a mth	
11	Donna WIC 301 S. 8th Donna, Tx	1x a mth		25	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	1x a mth	
12	Sullivan WIC W. Hwy 83 Sullivan, Tx	3x mthly		26	Weslaco WIC II 417 S. Oregon Weslaco, TX	1x a mth	
13	Weslaco WIC II 1901 N. Bridge Weslaco, TX	1x a mth		27	Elsa WIC 708 E. Edinburg Elsa, Tx	1x a mth	
14	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	1x every other month		28	Roma WIC 1505 N. Grant Roma, Tx	1x a mth	
				29	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	1x a mth	

	JUVENILE DETENTION LOCATION	How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	1x mthly					

	SHERIFF'S OFFICE LOCATION	How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Infirmary 701 E. Cibolo Rd. Edinburg, Tx						

	HEALTH DEPT & MOBILE CLINIC LOCATIONS	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Health Pulmonary Clinic 1304 S. 25th Ave, Edinburg, Tx			4	Elsa WIC 708 E. Edinburg Elsa, Tx	1x mthly	
2	Edinburg Clinic 3105 E. Schunior Edinburg, Tx	2x a mthly		5	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mthly	
3	Mission WIC 211 South Schuback Mission, Tx	2x a mthly		6	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mthly	

EXHIBIT "B"

BID PAGE

"Exhibit B"
HIDALGO COUNTY
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"
BID NO.2009-005-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

LANDFILL SITE: (Name Of Company) BIOMEDICAL WASTE SOLUTIONS

(Address) P.O. BOX 398, NEDERLAND, TX. 77627

DESCRIPTION OF CONTAINERS	SIZE (to include but not limited to)	"SHARP" CONTAINERS cost per item	COUNTY OWNED CONTAINERS
		COST WILL VARY $ BASED ON SIZE	$
CORRUGATED CARDBOARD	16.5" X 14.5" X 20.5	$	$
		$	$
		$	$

CHARGE PER COLLECTION, Including basis for such charge (eg., Container size, volume of materials actually collected, etc.)	PER CONTAINER	PER BOX
$ CONTAINER SIZE	$ 19.00	$ 19.00
$		
$		
$		

COLLECTIONS SCHEDULE REQUIRED:	
1. WIC DEPARTMENT & MOBILE CLINIC	AS REQUIRED
2. JUVENILE DETENTION	" "
3. ADULT DETENTION CENTER (SHERIFF'S OFFICE)	" "
4. HEALTH DEPARTMENT & MOBILE CLINIC	AS REQUIRED
BID PRICE FOR ONE (1) YEAR OF CONTRACT (PLEASE INDICATE)	$ 19.00 Per Box, Container, Etc.
BID PRICE FOR ONE (1) RENEWAL OF CONTRACT (PLEASE INDICATE)	$ 19.00 Per Box, Container, Etc.

DECRIPTION OF TRACKING AND MANIFEST DOCUMENTATION PROCEDURES:

SEE ATTACHED SHEET

BIDDER/COMPANY NAME: ENVIROTECH CARRIERS, INC.

ADDRESS: P.O. BOX 271428

CITY/STATE/ZIP CODE: CORPUS CHRISTI, TX. 78427

PHONE & FAX NO.'S: (361) 299-7774 (361) 299-7778 FAX

CELL PHONE: (361) 232-1482 OR (361) 510-1028

AUTHORIZED SIGNATURE:

PRINTED NAME: MILO DIAZ

TITLE: OWNER

EMAIL ADDRESS: MDIAZ@ENVIROTECHCARRIERS.COM

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2009

PRODUCER (713)541-7272 FAX: (713)772-5224
Insgroup, Inc.
1455 W. Loop South, 9th Floor

Houston TX 77027

INSURED
Envirotech Carriers, Inc
Po Box 271428

Corpus Christi TX 78427

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	NAIC #
INSURER A: Steadfast	
INSURER B: Zurich North America	16535
INSURER C: Texas Mutual Insurance	22945
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	EZL-9673007-00	9/15/2008	9/15/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X ACV-Comprehensive X ACV Colliaion	BAP 9431649.00 1,000 ded 1,000 ded	9/15/2008	9/15/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TFS001140813	9/15/2008	9/15/2009	WC STATU-TORY LIMITS / OTH ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
110 East Cano Street
Edinburgh, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jay Gerstenhaber/GP01

© ACORD CORPORATION 1988

AI-14208 **22.A.9.**

Auctioneer Services

CC REGULAR

Date:	03/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - “Auctioneer Services” - (RFB 09-058-02-11-YSI).

BACKGROUND

Fiscal Impact

Attachments

Link: BACK-UP

Link: d recomnd 09.058

Link: b tab 09.058

Link: part log 09.058

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:39 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/27/2009 09:26 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yvette Islas Started On: 02/24/2009 11:33 AM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR AUCTIONEER SERVICES
C-09-058-03-03

THIS AGREEMENT FOR AUCTIONEER SERVICES (the Agreement) is entered into effective as of this the 3rd day of **March, 2009** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Abrego Towing & Storage LLC, a Texas, Limited Liability Company**, ("Company").

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property (Trailer/Semi-Trailer, Independent Motorcycles, Travel Trailer, and Wholesale) belonging to County, Department of Community Supervision and Corrections, Hidalgo County Headstart, Women Infant and Children, Urban County, Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Office : and

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

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

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

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

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

2. For and in consideration of Auctioneer's services hereunder, County agrees to pay Auction a fee equal to ten percent (10%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales.

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

4. Auctioneer represents and warrants to County as follows:

(a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.

(b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B".

(c) Auctioneer has been issued a Auctioneer License and Independent Dealer General Distinguishing Number or GDN, as evidenced by Attachment #1 to Exhibit "B".

(d) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranteed that any such auction will occur.

(e) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating a five-hundred thousand ($500, 000.00) Comprehensive General Liability insurance policy, naming County as an additional insured. Automobile Liability insurance policy with limits of at least Three Hundred Thousand ($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. 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. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement. Auctioneer shall give at least thirty (30) days

written notice to the County Judge prior to the cancellation of any such coverage.

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

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

6. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage o such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "B-1" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be expored within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield

7. The storage area provided by Auctioneer will consist of three (3) acres and an enclosed warehouse, (minimum of 1,000 sq. ft), and will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards).

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

9. The storage area provided by Auctioneer pursuant to Paragraph 6, above, shall will be

open for business during normal working hours at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

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

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

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

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

14. **Miscellaneous Provisions**

14.01 **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements

and only during the time such conflict exists.

14.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Auctioneer, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
with copy to:	Hidalgo County Purchasing Department Attention: Purchasing Agent 100 E. Cano, 4th Floor Edinburg, Texas 78539
If to Auctioneer	Abrego Towing & Storage, LLC Attention: Anna M. Abrego PO Box 3038 McAllen, Texas 78502

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.

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

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

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

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

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

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

COUNTY OF HIDALGO

_____
Juan D. Salinas, III County Judge

COMPANY: Abrego Towing & Storage, LLC

By:_____

Printed Name:_____

Title:_____

ATTEST :

_____
Arturo Guajardo, Jr. County Clerk

Approved on Commissioners' Court March 3, 2009

APPROVED AS TO FORM
Atlas & Hall, LLP

_____
Steve L. Crain

Exhibit A

HIDALGO COUNTY BID SPECIFICATIONS
AUCTIONEER SERVICES

BID NO: 09-058-02-11-YSI

Project Overview:

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

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

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

Specifications & Requirements, Terms & Conditions

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

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

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

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.

3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.

4. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held**. (Refer to Exhibit "C").

5. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer location or wherever auctioneer stores property including but not limited to the following;

   1.) All Hidalgo County departments under general and road and bridge fund;

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

6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.

7. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
   Option A). Auctioneer's premises
   Option B). County-owned sites
   Option C). On-line auctions whether thru the auctioneers or at the County's designated website

8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.

9. **Statutory Notification**:
The County will publish at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

10. **Promotion of Sale through Auction:**
   A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
   B). Auctioneer **shall provide proof o**f such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.

11. Services to be provided by the Auctioneer and staff at **no expense** to Hidalgo County and all mentioned parties shall include, but not limited to, the following:

   A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;

   B) Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and **will submit an inventory status report** to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;

   C) County vehicles to be physically inspected by auctioneer and a log form (see attached) to be prepared. Vehicles (confiscated, seized, forfeited, etc.) taken to auctioneer's premises by HIDTA, District Attorney's Office, DPS, and Sheriff's Department should also be physically inspected and a log form (see attached) completed by the auctioneer as vehicles arrive to the Auctioneer's premises. All log forms prepared by the auctioneer shall be submitted to the Purchasing Department – Fixed Asset Division no later than 48 hours after the vehicle arrives at the Auctioneer's premises. Vehicles should remain at one location at the Auctioneer's premises and **not moved until the vehicles are released for auction or if the vehicles need to be relocated. Unnecessary mechanical repairs should not be done to vehicles.**

   D) Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.

   E) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;

   F). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than

fifteen (15) working days from the date of the auction.

G). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Departments Fixed Asset Division if required for resolution.

H). Auctioneer will provide towing service on an **"AS NEEDED BASIS"** to the County;

I). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse **(minimum of 1,000 sq. ft.)**, for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.

J). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

K). Auctioneer shall video tape or record all auctions and submit copies to the County.

L). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.

M). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.

12. A.) No storage fees will be assessed to the County during and at the end of the contract term for any items listed on 1 A., B., C., and D.

B.) No storage fees will be assessed to the County listed on 1 A., B., C. and D. if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.

13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.

14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.

15. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.

16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.

17. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record

any and all auction sales.

18. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.

4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.

5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

6. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.

7. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.

ADDITIONAL INFORMATION:

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

A PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, FEBRUARY 04, 2009 AT 1:30 PM AT THE COUNTY'S PURCHASING DEPARTMENT, LOCATED AT 2812 S HWY BUS HWY 281, EDINBURG, TEXAS.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, February 04, 2009 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, February 06, 2009 by 5:00 pm.

EXHIBIT "B"

HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

BID PAGE

AUCTION SALE PERCENTAGE % 12.%

BIDDER/COMPANY NAME: ABREGO TOWING & STORAGE LLC

ADDRESS: P O Box 3038

CITY/STATE/ZIP CODE: McAllen, Texas 78502

PHONE & FAX NO.'S: O: 956-631-4601 // 956-316-1810
F: 956-383-2534

CELLULAR & BEEPER NO.'S: (956) 292-3287

E-MAIL ADDRESS: annaabrego@aol.com

AUTHORIZED SIGNATURE: Anna M Abrego

PRINTED NAME: Anna M Abrego

TITLE: Manager
02-10-2009

ABREGO TOWING & STORAGE LLC
P. O. BOX 3038 – MCALLEN, TEXAS 78502
O: 956-631-4601 // 316-1810
F: 956-383-2534
annaabrego@aol.com

RATE SCHEDULE:

Please note: Our storage and transportation rates are registered with the State Of Texas as we are properly licensed by the State Of Texas. These were approved under HB804.

STORAGE RATES:

$20.00 PER DAY PER VEHICLE – Any vehicle or motorized unit less than 25 feet in length.

$31.50 PER DAY PER UNIT – Any vehicle or motorized unit over 25 feet in length

$20.00 PER PALLET PER MONTH – Any merchandise which is palletized must be transportation regulation sized of 50 inches high, 48 inches wide, wood pallet.

$ 5.00 PER PALLET – Any merchandise stored must be set in pallets and pallet are purchased at cost of $5.00 per pallet.

$35.00 PER HOUR FORKLIFT WITH DRIVER – Any merchandise that requires to be palletized in preparation for storage, will require forklift use in unloading and preparation for storage.

$15.00 PER HOUR – LABOR – When required to unload from a 18wheeler in preparation for storage and 18-wheeler is not seized or left for storage.

TRANSPORTATION RATES:

$ 85.00 PER VEHICLE UP TO ONE TON
$175.00 PER UNIT – OVER ONE TON
EACH TRACTOR AND TRAILER WILL BE CHARGED SEPARATELY.

$ 00.00 PER VEHICLE UP TO **ONE TON WITH KEYS** WITHIN 50 MILES RADIUS IF UNIT IS FOR SALE AT THE NEAREST SALE DATE.

$105.00 PER VEHICLE UP TO **ONE TON WITHOUT KEYS** WITHIN A RADIUS OF 50 MILES IF UNIT IS FOR SALE AT THE NEAREST SALE DATE

MOVEMENT OF HEAVY EQUIPMENT, THE RATE IS AT COST.

ABREGO TOWING & STORAGE
MGNT.

ABRETOW-01 NADI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2008

PRODUCER (210) 366-1455
Alexander Insurance Agency
3 N. E. Loop 410
Suite 902
San Antonio, TX 78209

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 Abrego Towing & Storage, LLC.
P.O. Box 3038
McAllen, TX 78503

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State National Insurance Company Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[X] COMMERCIAL GENERAL LIABILITY	TIP-001785	4/15/2008	4/15/2009	EACH OCCURRENCE	$ 500,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 500,000
						GENERAL AGGREGATE	$ 1,500,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,500,000
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	TIP-001785	4/15/2008	4/15/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$
A		Cargo / On - Hook	TIP-001785	4/15/2008	4/15/2009	Per Scheduled Unit	$50,000
		Garagekeepers'	TIP-001785	4/15/2008	4/15/2009	Legal Liability	$50,000

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

STORAGE LOT @ 1/4 Mile West FM 2812 - Edinburg, TX.

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
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

ACORD 25 (2001/08)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 02/10/2009

PRODUCER
Dewey Young Truckers Insurance
P.O. Drawer 3783
McAllen TX 78502

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
ABREGO TOWING & STORAGE, LLC
P. O. BOX 3038
MCALLEN TX 78502

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: TEXAS MUTUAL INSURANCE COMPANY

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	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
I	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP7373334	01/14/2009	01/14/2010	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPT.
100 E. CANO
EDINBURG TX 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 0 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 DEWEY YOUNG TRUCKERS INS.

ACORD 25-S (7/97)

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PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Agueda "Aggie" Garcia**
Fixed Assets

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: February 17, 2009

RE: Request for Review and Recommendation for: RFB 09-058-02-11-YSI
"AUCTIONEER SERVICES"

We have received two responses to the above mentioned project. Enclosed you will find a copy of the bid page, and a copy of each of the bids received for your review and recommendation.

Your input continues to be instrumental since your department is one of the primary users of this service. Please review carefully and advise me of your recommendation so we may proceed.

Please indicate recommendation and any concerns in the space provided below.

Return your response to the Purchasing Department ASAP. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

Recommendations/Concerns: I am recommending Abrego's due to the fact they meet Specs.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Agueda Garcia	2/24/09

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE/TAB SHEET

DEPAR TMENT NAME: Hidalgo County	
RFB ACCEPTANCE DATE: FEBRUARY 11, 2009	**RFB ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF RFB: "AUCTIONEER SERVICES"	
RFB NO: 09-058-02-11-YSI	

RFP#	NAME OF COMPANY	AUCTION SALE PERCENTAGE
#01	* Abrego Towing & Storage, LLC McAllen, TX	**12%**

* Sole vendor meeting all specifications.

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

RFB-RFP-RFQ

BID OPENING DATE: February 11, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY-AUCTIONEER SERVICES"

BID NO.: 2009-058-02-11-YSI

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Big Valley Auto Auction Lisa Harms, Manager, General Partner	BLM E Mail	Y. Islas	01-26-09	4315 N Hutto Rd Donna, TX 78537 956-461-9000 o 956-461-9005 f 956-342-3665 c lisa@bigvalleyaa.com
2. GDA Auction Co. of Texas Esequiel Martinez, Owner Jesse Martinez	BLM E Mail IP	Y. Islas C. De La Cruz	01-26-09 02-04-09	3116 Ash Ave McAllen, TX 78501 956-630-5278 o 956-630-1502 f 956-454-0151 c Esequiel 956-778-7525 c Jessie maa_esmerperez@yahoo.com
3. Abrego Towing & Storage LLC Anna M. Abrego, Manager Shawna R. Abrego-Ruiz, Manager	BLM E Mail	Y. Islas	01-26-09	P O Box 3038 McAllen, TX 78502 956-631-4601 o 956-316-1810 o 956-383-2534 f 956-292-3284 c abregotowing@aol.com annaabrego@aol.com

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

AI-14160 **22.A.10.**

New & Used Guard Rail Beam Materials & Installation

CC REGULAR

Date:	03/03/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: March 11, 2009.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-433

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $4,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $111,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-739

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $23,850.62.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679

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

BUDGETARY IMPACT:

Available Balance as of 2-26-09 $30,477.66.

Attachments

Link: Participation Log - Tabulation Sheet

Link: CONTRACT DOCUMENTATION

Link: DEPT.-APPROVAL MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 02/20/2009 09:55 AM

Final Approval Date: 02/27/2009

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

RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 18, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

BID NO.: 2009-009-02-18-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Triple R Fab. & Welding	IP	239-3203 Robert R. Ramos	02/02/09	5321 Athol Pharr Texas 78577
2. Ricardo Guerra	IP	968-6773	2/2/09	6700 Mile 3 ½ West Weslaco TX 78596
3. Jim Eckroat	EM	(jim@mconst.com)	2/4/09	P.O. Box 3244 McAllen, TX 78502
4. Reed Construction Data	EM	juanita.davis@reedbusiness.com	2/11/09	
5.				
6.				
7.				
8.				
9.				
10.				
11.				

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

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 18, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

BID NO: 2009-009-02-18-YZV | **BUYER: Yolanda Z. Velasquez**

BID # RFB#	NAME OF COMPANY	UNIT PRICE New Guard	UNIT PRICE Used Guard	BID BOND OR CHECK INCLUDE
#1	Guerra Construction Co. 6700 N Mile 3 ½ W, Weslaco, TX	$18.50 $20.00	$15.00 $17.00	N/A
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-03-03

THIS CONTRACT is made and entered into this **12th** day of **March, 2009,** by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"** This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Guerra Construction**
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
Weslaco, Texas 78596

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 County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this_____ day of_____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court:_____

RFP PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 02, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"REQUEST FOR NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** (including all funding sources, programs, and entities)
Bid No: 09-009-02-18-YZV

Dear Respondents:

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/yzv

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY "NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
Bid No: 09-009-02-18-YZV

1. Request for Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 page.
4. Non-Collusion Affidavit of Prime Bidder, consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Service Contract consisting of 5 pages.
10. Prevailing Wage Legal Requirements, consisting of 2 pages.
11. Certification Regarding Debarment 1 pages.
12. Bid Specifications (Tx. DOT-Standard Sheets & Design Details), consisting of 11 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 RW

Martha L. Salazar, CPPB
Purchasing Agent

JAN 27 2009

Date

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 09-009-02-18	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all Funding Sources, Programs and Entities)

BID OPENING DATE:
February 18, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 09-009-02-18-YZV**

1. Sealed bids will be received for **"HIDALGO COUNTY – NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** (including all Funding Sources, Programs and Entities) 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-09-009-02-18-YZV- HIDALGO COUNTY- NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 18, 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-09-009-02-18-YZV- RFB-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION FOR HIDALGO COUNTY" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - b) Name and address of successful bidder
  - c) Name and address of receiving department or official
  - d) Purchase Order Number (if any)
  - e) Notation - **"HIDALGO COUNTY-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Department
ATTN.: Ray Eufracio, CPA
2802 S Business Hwy 281
Edinburg, Texas 78539
956-318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 18, 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
"New & Used Guardrail Bean Materials & Installation"
(Including all Funding sources, Programs and Entities)
BID NO.: 09-009-02-18-YZV

February 18, 2009

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
S P E C I F I C A T I O N S

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before the begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

8. Prospective bidders shall make a careful examination of the project sites.

9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

10. The Contractor shall at all times provide access to existing homes.

11. No open trenches or excavation shall be left open overnight.

12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.

14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.

16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.

17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

19. **Market Volatility and Unit Price Adjustment:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence to 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 is process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe 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 then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$
New Guard Rail (Curved)	LF	$

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$
Used Guard Rail (Curved)	LF	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

EXHIBIT "C"

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** **Non-Profit**

_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: **Entry Date:** _____ **Vendor No.:**

Revised12/14/08

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.

DRAFT CONTRACT

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

DRAFT CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-02-18

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for _____ (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 Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "B" for _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

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

4. 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. 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.

6. 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.

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

8. 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.

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

10. 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.

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

12. 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.

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

14. 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.

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld form him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not node under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any pubic body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, than after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and materials under this contract has been paid in full by the Contractor.
Acts 1913, P. 185; Acts 1929, 41st leg., P. 4881, Ch. 22 paragraph 1.

DEBARMENT

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

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.

BID SPECIFICATIONS

ATTENTION: DESIGN ENGINEERS AND GRAPHICS COORDINATORS

TITLE	DESCRIPTION
	BARRIER (FLEXIBLE)
MBGF-94	Metal Beam Guard Fence
GF(RRSP)-96	Metal Beam Guard Fence, Railroad Signal Protection
EMM HBF-74	Expanded Metal Mesh Headlight Barrier Fence
CA HBF-69	Control-of-Access Headlight Barrier Fence
BED-91	Bridge End Details
CLF-00	Chain-Link Barrier Fence, 4 and 6 Foot Height
	BARRIER (RIGID)
CTBI(1)-99	Concrete Traffic Barrier, Type 1, Precast or Cast-in-Place (Bridge)
CTB(2)-92	Concrete Traffic Barrier, Types 2 & 3, Roadway CTB Cast-in-Place
CTBI(3)-00	Concrete Traffic Barrier, Type 2, Roadway CTB at Light Poles
CTBI(4)-00	Concrete Traffic Barrier, Bridge and Roadway with Illumination
PCTB(1)-90	Precast Concrete Traffic Barrier, Type 2
PCTB(2)-96	Precast Concrete Traffic Barrier, Type 2
PCTB(3)-94	Precast Concrete Traffic Barrier, Type 3
HBF(CTB)-81	Headlight Barrier Fence, Mounted on Concrete Traffic Barrier
CBR(P&P)-87	Concrete Barrier Rail (Portable and Precast)
SSCB(1)-99	Single Slope Concrete Barrier, Type 1 (Bridge)
SSCB(2)-00A	Single Slope Concrete Barrier, Type 2
SSCB(3)-00	Single Slope Concrete Barrier, Type 3 (Cast-in-Place at Bridge Ends or Median Obstructions)
SSCB(4)-00	Single Slope Concrete Barrier, Type 4 (Cast-in-Place, Bridge and Roadway with Illumination)
LPCB(1)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 1 of 2)
LPCB(2)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 2 of 2)
	END TREATMENTS/ATTENUATORS/CRASH CUSHIONS
SGT(7)-01	Single Guardrail Terminal (ET-2000 PLUS)
SGT(8)-01	Single Guardrail Terminal (SKT 350)
CATGR(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATGR(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
CATCB(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATCB(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
BRST(1)-94	Brakemaster System Terminal Details
BRST(2)-94	Brakemaster System Terminal Details
QUAD(N)-99	Quadguard System (Narrow)
QUAD(W)-99	Quadguard System (Wide)
QGELITE(N)-99	Quadguard (Elite) System (Narrow)
QGELITE(W)-99	Quadguard (Elite) System (Wide)
REACT(N)-00	Reusable Energy Absorbing Crash Terminal (Narrow REACT 350) (2 Sheets)

TITLE	DESCRIPTION
	PAVEMENTS
BAS-94	Bridge Approach Slab (2 Sheets)
CPCR(1)-94	Concrete Pavement Details, One Layer Steel Placement
CPCR(2)-94	Concrete Pavement Details, Two Layer Steel Placement
FDRCP-94	Full Depth Repair of Concrete Pavement
CPCD-94	Concrete Pavement Details, Contraction Design
TA(CP)-99	Terminal Anchorage for Concrete Pavement
JS-94	Concrete Paving Details, Joint Seals
ST(1)-99	Shoulder Texturing (Milled or Rolled Depressions)
ST(2)-99	Shoulder Texturing (Using Pavement Markings)
	TEMPORARY EROSION
EC(1)-93	Temporary Erosion, Control Measures (Fence & Baled Hay)
EC(2)-93	Temporary Erosion, Control Measures (Rock Filter Dams)
EC(3)-93	Temporary Erosion, Control Measures (Construction Exits)
EC(4)-93	Temporary Erosion, Control Measures (Dikes, Earthwork for Erosion Control)
EC(5)-93	Temporary Erosion, Control Measures (Swales, Earthwork for Erosion Control)
EC(6)-93	Temporary Erosion, Control Measures (Sediment Basins & Traps, Earthwork for Erosion Control)
EC(7)-93	Temporary Erosion, Control Measures (Temporary Pipe Slope Drains)
EC(8)-93	Temporary Erosion, Control Measures (Temporary Paved Flumes)
	MISCELLANEOUS
EMRW-94	Earthwork Measurement at Retaining Walls
CCCG-00	Concrete Curb and Curb and Gutter
RAMP-00B	Pedestrian Ramps (2 Sheets)
RHD-97	Ramp Handrail Details
M-92	Right-Of-Way Markers
WF(1)-94	Barbed Wire Fence and Woven Wire Fence, Timber Posts
WF(2)-96	Barbed Wire Fence and Woven Wire Fence, Steel Posts
PCF-99	Post and Cable Fence
BWI-99	Barrier Wall Inlet, Type 1
MB-96	Mailbox Mounting Details (3 Sheets), (Maintenance Division)

DESIGN DETAILS (REQUIRE THE ADDITION OF PROJECT SPECIFIC DETAILS)

1990 MAILBOX TURNOUT DETAIL
Note: Graphics File: MBTURNOUT.DGN

1995 VEHICLE IMPACT ATTENUATOR (SAND FILLED PLASTIC MODULES)
Note: Graphics File: VIASFPM.DGN

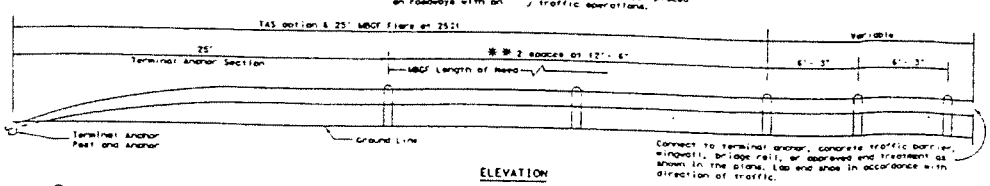
CURRENT REVISIONS

SGT(5)-97 Deleted. Not replaced.
SGT(7)-01 Replaces SGT(7)-00. Revised bill of material, ET 2000 Plus end treatment did not change.
SGT(8)-01 New SKT 350 guardrail end treatment.
REVISED: July 2001; Contact the Design Division (512) 416-2653

Texas Department of Transportation
Design Division (Roadway)

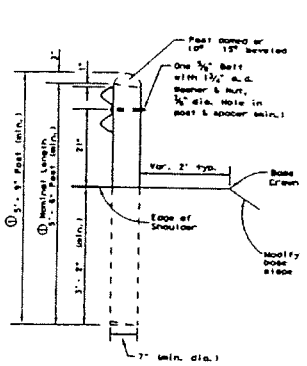
STANDARD SHEETS
AND
DESIGN DETAILS

FILE: RDWINDEX.DGN

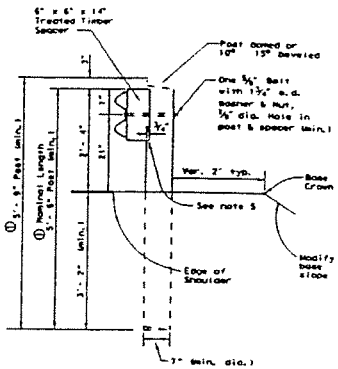


ELEVATION

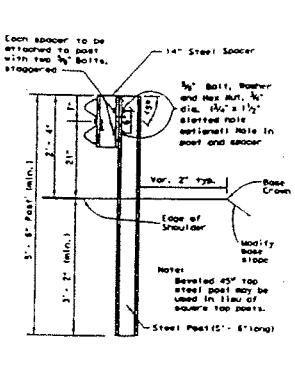
Note ①: Where a nominal length of 6'-0" is specified as acceptable elsewhere in the plans, these dimensions shall be increased by 0'-6". The additional length should be specified only on roadways where future ACP overlays and adjustments of the rail height on the same posts are likely.



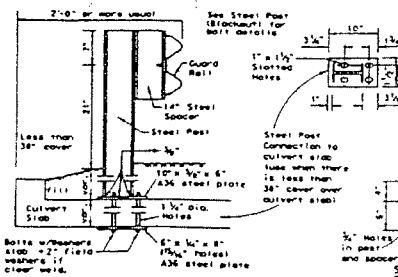
WOOD POST



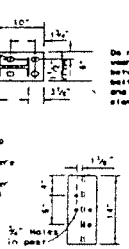
WOOD POST (Blockout)



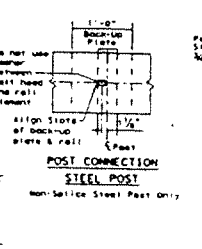
STEEL POST (Blockout)



LOW FILL CULVERT POST MOUNTING OPTION

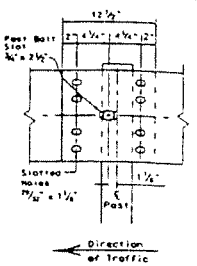


SPACER



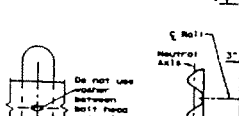
POST CONNECTION STEEL POST

Non-Splice Steel Post only



Direction of Traffic

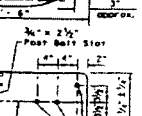
RAIL SPLICE



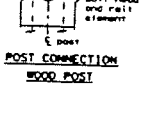
CONNECTOR DETAIL

5/8" Hex Bolts required for terminal connector!

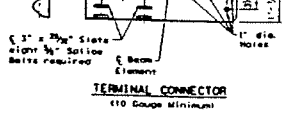
* Or as approved by the Engineer

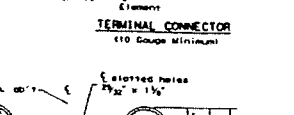


BACK-UP PLATE



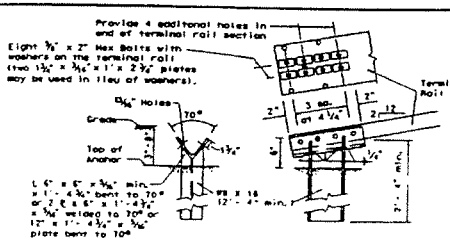
POST CONNECTION WOOD POST



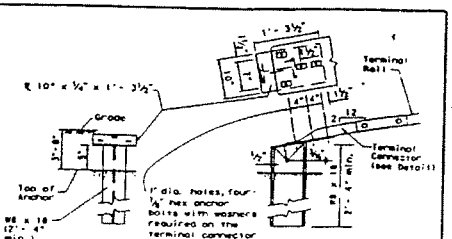


TERMINAL CONNECTOR

(10 Gauge Minimum)

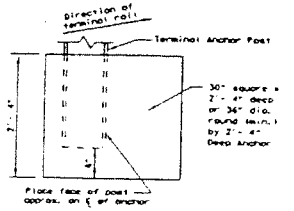


Note: This post requires four additional holes (shop or field) in the terminal rail member with eight 3/4" bolts and washer plates as shown for attachment.



Note: This optional post requires the use of the 10 ga. terminal connector with four 3/4" hex bolts for attachment to the anchor post.

TERMINAL ANCHOR POST OPTIONS

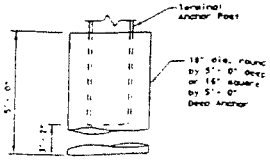


Notes: Either post may be used with either anchor.

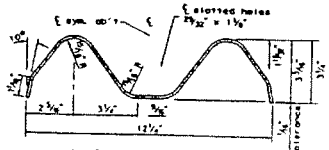
No construction joint is allowed in the concrete anchor.

Terminal rail may be bolted to post and in test position prior to placing concrete anchor.

If concrete anchor is precast, the area should be compacted as directed by the Engineer, when placed in the field.

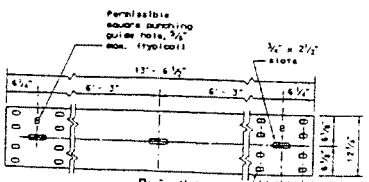


TERMINAL CONCRETE ANCHOR OPTIONS



Note: Actual section may be slightly different depending upon the manufacturer.

SECTION THRU GUARD RAIL



ELEVATION OF NOMINAL 12 1/2 FOOT GUARD RAIL

GENERAL NOTES

1. The exact position of guard fence shall be as shown elsewhere on the plans or as directed by the Engineer. Guard fence shall be transitioned to a smooth approach with other guard fence or structure railing as shown elsewhere on plans.
2. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be placed such that the face of rail is tangent directly below or behind the face of rail. Where face of rail is recessed it shall be installed so that the post bolt is located approximately 21-inches above the gutter pan or roadway surface.
3. Unless otherwise shown in the plans, MBGF shall be placed with the face of rail directly above the shoulder edge for surfaced sections (see 25:1 transitional section), and placed 25' or MBGF shall be placed at 25:1 transitional (tangential) to provide a 2'-0" clear between curb and shoulder edge for surfaced sections. For unsurfaced sections, the terminal anchor and adjacent 25' MBGF is optional for one-way traffic operations on one or both sides of the roads.
4. At any portion of the Contractor's cut roll elements for the guard fence may be furnished in slots 12 1/2" long for 25 foot nominal lengths slot post bolt slots for connection to posts.
5. Intermediate post may be installed from 0 to 15 maximum on the side of earth fills 4'-0" high or less. Posts 6'-3" apart may be used on fills of any height. When blockout guard fence is specified elsewhere in the plans, a 6" x 6" x 14" treated timber spacer or pole plate shall be used with steel posts. Steel blockout shall be used. The upper portion of the post shall be notched to provide flat surfaces for timber spacer. A telephone pole shall be permitted on the notched portion of the post. Routing the timber spacer may be used in lieu of notching the post. The radius of routing shall be 5/8" on the center of radius 2 3/4".
6. Steel posts shall be blocked out. Steel posts and spacers shall meet the requirements of ASTM A-36 for M 183 & S.S. (1), bolt holes shall be accurately punched between web and edge of flange of spacers and posts.
7. Post spacing will be 6'-3" except when the first post will be 25' from the nominal anchor post and the next two posts spaced at 12'-6" with minimum of 6 posts adjacent to structures spaced at 3'-1 1/2" and posts adjacent to Type 10 bridge rail are spaced at 6'-3". Post spacing adjacent to structures may vary as shown on bridge rail details or as directed by the Engineer.
8. The upper 10" minimum of the terminal anchor post and all steel fittings thereon shall be galvanized.
9. The terminal anchor post shall be set in Class "A" concrete in holes otherwise shown on plans in compliance with Item, "Portland Cement Concrete". Concrete shall be subsidiary to the bid item requiring construction of the terminal rail section and anchorage system.
10. At whatever point rail to a terminal anchor post shall consist of a connection similar to that of splice or shoulder to the terminal anchorage.
11. Back-up plates shall be provided at intermediate (non-splice) steel posts. Exposed plates shall conform to the materials and galvanizing requirements specified for the rail element, and shall be of the same nominal thickness as the rail element used.
12. Washers used with the eight 5/8" splice bolts and nuts that are provided for terminal anchor post and anchor bolts shall be 1 3/4" x 2" x 5/32" or 1 1/4" dia. and 2" dia. x 5/32" used ASTM A-307 Grade A plain washers.
13. The 10 gauge terminal connectors must be used with the optional terminal anchor post. Either post may be used with either concrete anchor.
14. Rolled steel posts and spacers shall meet the requirements of ASTM A-36. The flange width and thickness, web thickness, and depth of rolled posts and spacers shall equal or exceed the dimensions of a standard rolled W 6 x 8.5 or W 6 x 9.0.
15. Special fabrication will be required on installations having a curvature of less than 150' radius.
16. Bolts shall be of sufficient length to extend through the full thickness of the nut and no more than 1/2 beyond it. Button head bolts may be used instead of hex bolts when specified by the Engineer. Fittings (bolts, nuts, and washers) shall be in accordance with Item, "Metal for Structures". Fittings shall be subsidiary to the bid item requiring construction of MBGF or terminal anchor section.
17. Crown will be allowed to accommodate guard fence.
18. Where solid rock is encountered or where shown on the plans, the diameter of the holes shall be approximately 12 inches, the backfilling shall be with a granular material, and embedment depth shall be 1'-6" or more as directed by the Engineer. Timber posts shall not be set in concrete.

Texas Department of Transportation
Design Division (Roadway)

METAL BEAM GUARD FENCE

MBGF-94 Pg 2

(C) TxDOT JULY 1994

BID SPECIFICATIONS

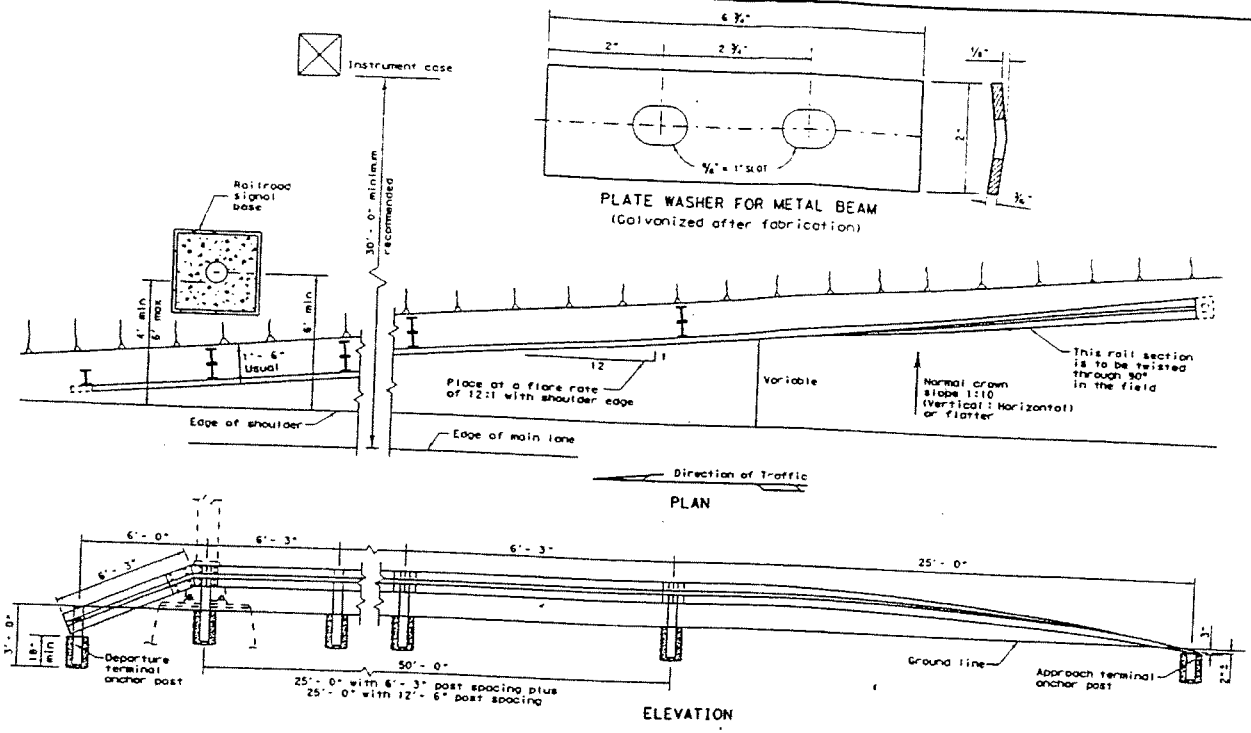
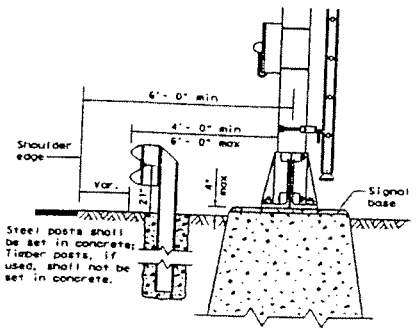
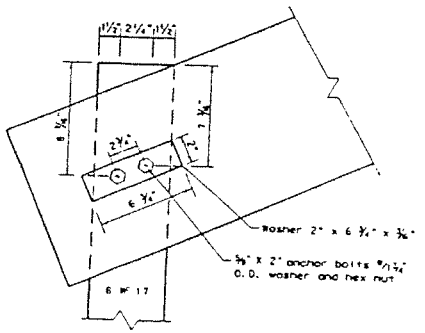


PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)

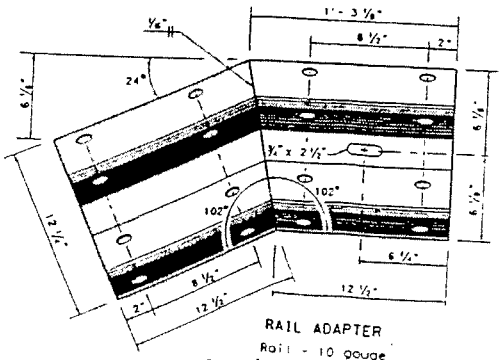
GENERAL NOTES

1. For metal beam guard fence details, block out requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter thereon shall be galvanized as shown.
4. For urban, low speed (less than 50 mph speed zone) facilities, length of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.

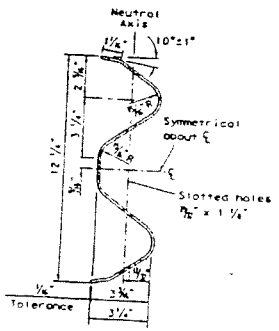




Departure Terminal
ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication)



RAIL ADAPTER END VIEW
Actual section may be slightly different depending upon the manufacturer.

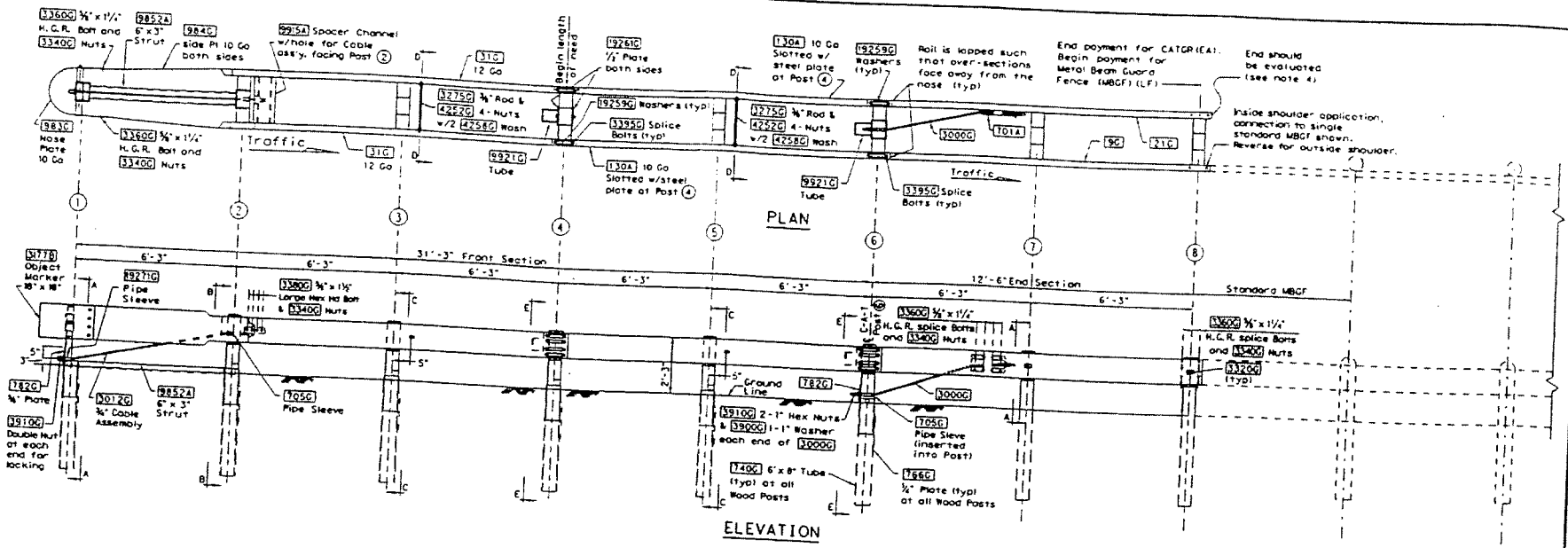
R = Radius
D = Diameter

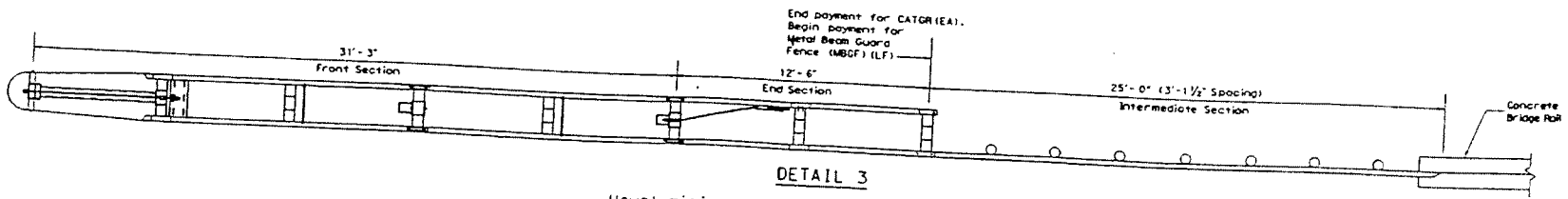
Texas Department of Transportation
(Design Division (Roadway))

METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

GF (RRSP)-96

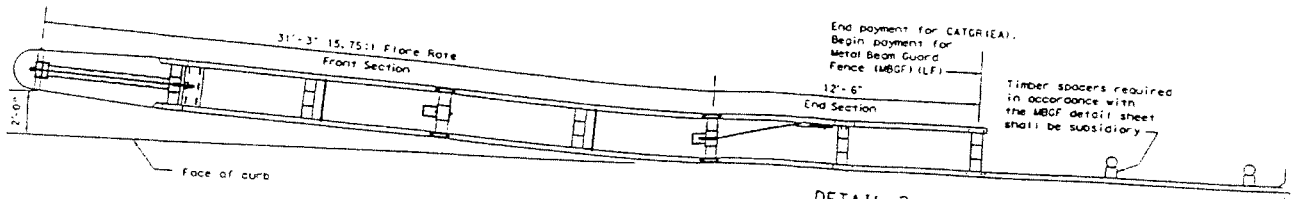
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DETAIL 3

Usual minimum placement to protect bridge ends



DETAIL 2

Placement at curbed locations

Texas Department of Transportation
Design Division (Roadway)

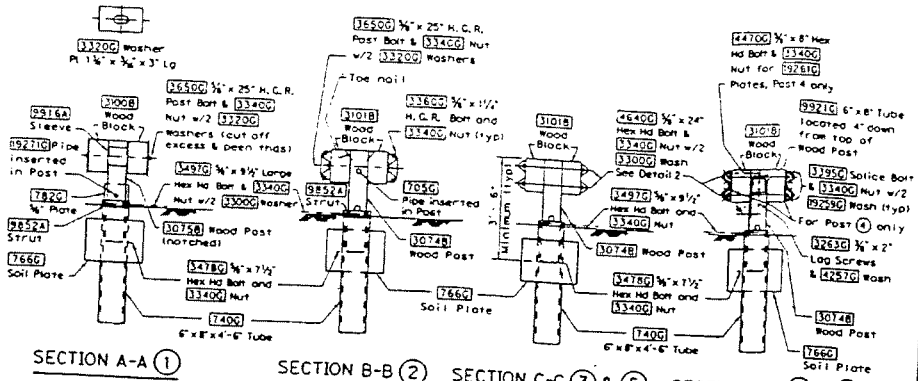
CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(1)-97

Sheet 1 of 2

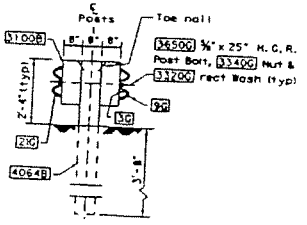
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BID SPECIFICATIONS

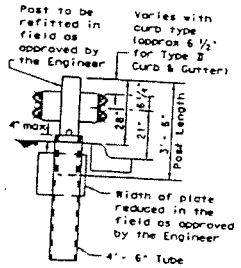


SECTION A-A (1) SECTION B-B (2) SECTION C-C (3) & (5) SECTION E-E (4) & (6)

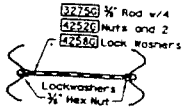
Note:
There are no Rail to Post attachments for Posts (3), (5), & (6)



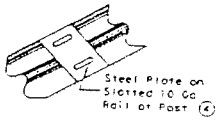
POSTS (7) & (8)



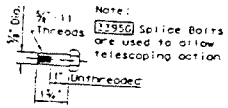
TYPICAL CURB PLACEMENT
(See CATGR(1) Detail 2)



SECTION D-D



DETAIL 1



3395G SPLICE BOLT

CATGR GUARDRAIL TERMINAL (POSTS 1-6) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate x 10 GA
984G	2	Side Plate x 10 GA
31G	2	"W" Beam 12 GA x 13'-6 ½"
130A	2	"W" Beam 10 GA x 13'-6 ½"
9852A	1	Channel Strut x 6'-6"
740G	6	Steel Foundation Tube
766G	6	Soil Plate 18" x 24"
30758	1	Wood Post 5½" x 7½" (Notched)(Post 1)
30748	5	Wood Post 5½" x 7½" (Post 2 - 6)
31008	2	Wood Block 5½" x 7½" (Post 1)
3101B	10	Wood Block 5½" x 7½" (Post 2 - 6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921G	2	Steel Tube (Post 4 & 6)
19271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
19261G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (From Post 1 to 2)
32750	2	¾" Restraint Rod (Post 3 & 5)
19259G	32	Plate Washer (Post 4 & 6)

HARDWARE

3263G	4	⅜" x 2" Lg Lag Screw
4252G	8	⅜" Hex Nut
4258G	4	⅜" Lock Washer
4257G	4	⅜" Flat Washer
3320G	4	Rectangular Washer
3395G	32	⅝" x 1 ¾" H.H. Splice Bolt
36500	2	⅝" x 25" Lg H.G.R. Bolt
46400	8	⅝" x 24" Lg H.H. Bolt
3478G	13	⅝" x 7½" Lg H.H. Bolt
3380G	8	⅝" x 1 ½" Lg H.H. Bolt
3360G	16	⅝" x 1 ¼" Lg H.G.R. Bolt
3340G	85	⅝" H.G.R. NUT
3300G	8	⅝" Flat Washer
3497G	6	⅝" x 9½" Lg H.H. Bolt
3910G	4	1" Hex Nut
3900G	2	1" Flat Washer

DELINEATOR

3177B	1	Object Marker(18" x 18") (Cut to fit)

CATGR GUARDRAIL TERMINAL (POSTS 7-8) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 ½" x 7 ½" x 6'
3101B	4	Wood Block 5 ½" x 7 ½"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate (Post 6)
705G	1	Pipe Sleeve (Post 6)
30006	1	Cable Assembly (From Post 6 to Rail)
3320G	2	Rectangular Washer

HARDWARE

3360G	24	⅝" x 1¼" H.G.R. Splice Bolt
3400G	4	⅝" x 25" H.G.R. Post Bolt
3380G	8	⅝" x 1½" Hex Hd Bolt
3340G	28	⅝" H.G.R. NUT
3300G	8	⅝" Washer
3910G	4	1" Hex Nut
3900G	2	1" Washer

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBCF for the opposing direction of traffic.
4. As a usual minimum, a 25 foot section of MBCF with uniform post spacing at 3'-1.5" beyond the "End Section" is required immediately upstream of attachment to a rigid barrier. See Detail 3.
5. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
6. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
7. Either 6" x 8" or 5 ½" x 7 ½" wood blocks may be used at posts 1 through 8 as supplied by the manufacturer.
8. An object marker shall be installed on the front of the terminal as detailed on the D&M(VIA).

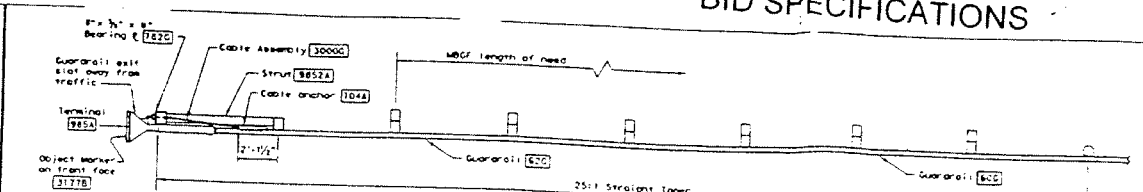
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL
(GUARDRAIL)
CATGR(2)-97

Sheet 2 of 2

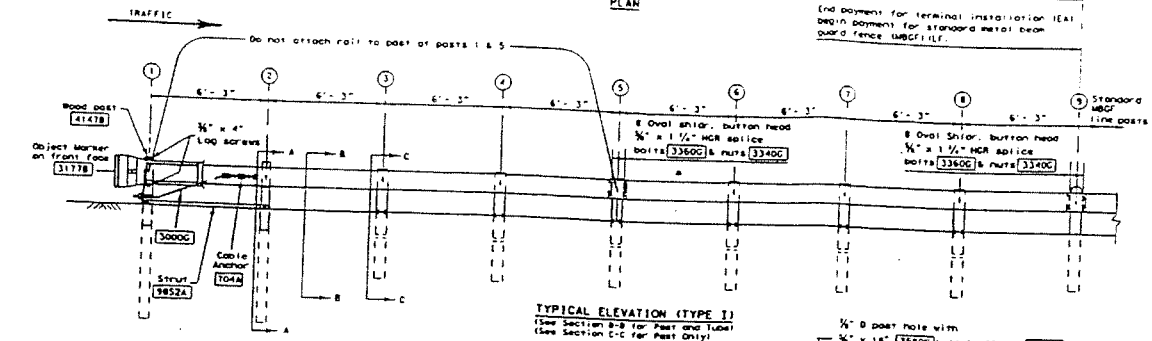
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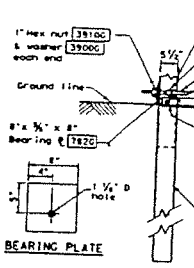


PLAN

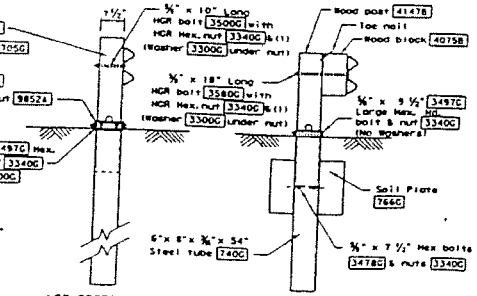
(End payment for terminal installation (EA) begin payment for standard metal beam guard fence (MBGF) (LF).



TYPICAL ELEVATION (TYPE I)
(See Section B-B for Post and Tube)
(See Section C-C for Post Only)

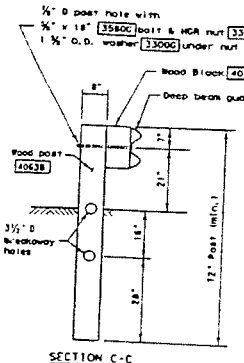


LET PARTIAL VIEW AT POST #1

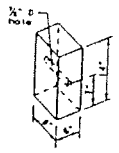


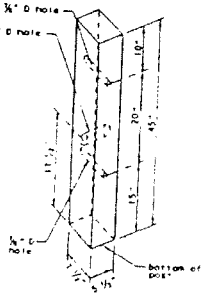
LET SECTION A-A
(at post #2)

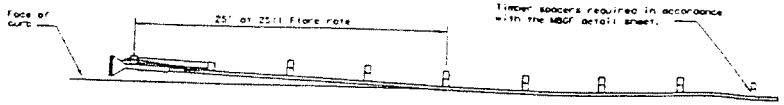
SECTION B-B
(Typ. at post and tube positions)



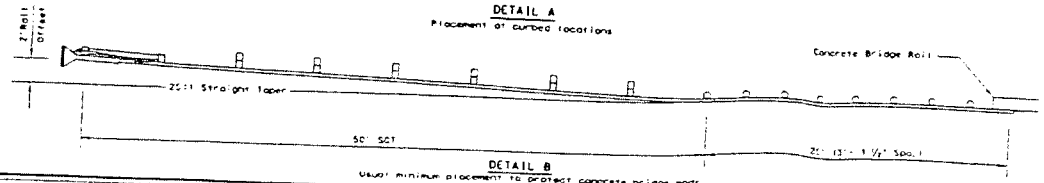
SECTION C-C
(Typ. at post only positions)







DETAIL A
Placement at curbed locations



DETAIL B
Usual minimum placement to protect concrete bridge ends

Type I Posts 1 thru 5
Type II Posts 1 thru 6
Type III Posts 1 thru 8

All measurements should be taken from bottom of posts.

R = Radius
D = Diameter

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

	Post & Tube	Post only
Type I	Posts 2 thru 5	Posts 1 thru 5
Type II	Posts 2 thru 6	Posts 1 thru 6
Type III	Posts 2 thru 8	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, twice grips or channel lock pliers should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on DSGM(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	LET-2000 Type I Qty.	LET-2000 Type II Qty.	LET-2000 Type III Qty.	ET-2000 Type II Qty.	ET-2000 Type III Qty.	DESCRIPTION
62C	1	1	1	1	1	#1 Deep Beam Guardrail (12 Ga) at 25'
60C	1	1	1	-	1	#2 Deep Beam Guardrail (12 Ga) at 25'
732C	2	2	2	-	-	Steel Tube - 6"x 8"x 78"x ⅜"
740C	0	2	6	4	8	Steel Tube - 6"x 8"x 54"x ⅜"
766C	0	2	8	4	8	Soil Plate - 18"x 24"x ¼"
41478	2	4	8	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
40638	6	4	0	4	0	Wood CRT Posts - 8"x 8"x 72"
40758	8	6	6	7	7	Wood Block - 6"x 8"x 14"
705C	1	1	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782C	1	1	1	1	1	Bearing Plate - 8"x 8"x ¾"
704A	1	1	1	1	1	Cable Anchor
3000C	1	1	1	1	1	Cable Assembly (¾" x 78")
9852A	1	1	1	-	-	Inline Strut
9918A	-	-	-	1	1	Offset Strut
985A	1	1	1	1	1	ET-2000 Guardrail Terminal
HARDWARE						
3497C	2	4	8	4	8	¾" x 9 ½" Hex Hd. Bolt (Top of Tubes)
3300C	11	11	11	11	11	¾" Washers
3478C	2	4	8	8	16	¾" x 7 ½" Hex Bolt
3500C	1	1	1	-	-	¾" x 10" Post Bolt (Post 2 of LET)
3580C	6	6	6	7	7	¾" x 18" HGR Post Bolt (posts (3) thru (8).)
3360C	16	16	16	16	16	¾" x 1 ¼" HGR Splice Bolt
3340C	27	31	39	35	47	¾" HGR Nut (16-spl, 7-posts, 2-strut, 2 each at tube (3) thru (8).)
4278C	2	2	2	2	2	¾" x 4" Lag Screw
3910C	2	2	2	2	2	1" Hex Nut (Anchor Cable)
3900C	2	2	2	2	2	1" Washer (Anchor Cable)
31778	1	1	1	1	1	Object Marker (18" x 18")

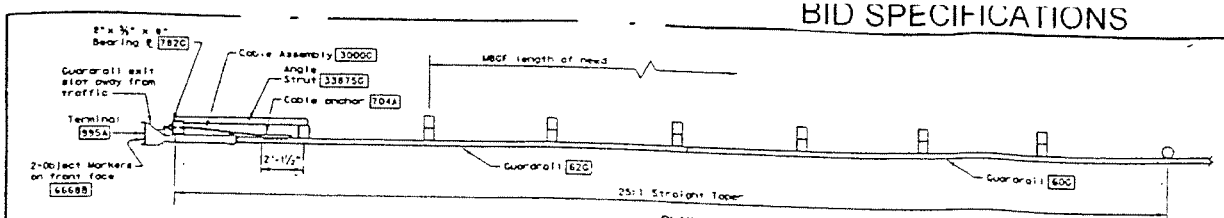
Texas Department of Transportation
Design Division (Roadway)

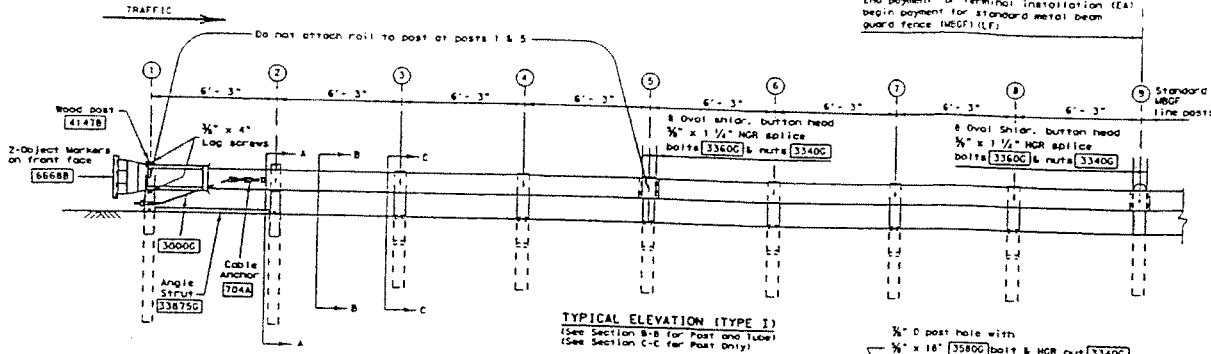
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(LET-2000 & ET-2000)

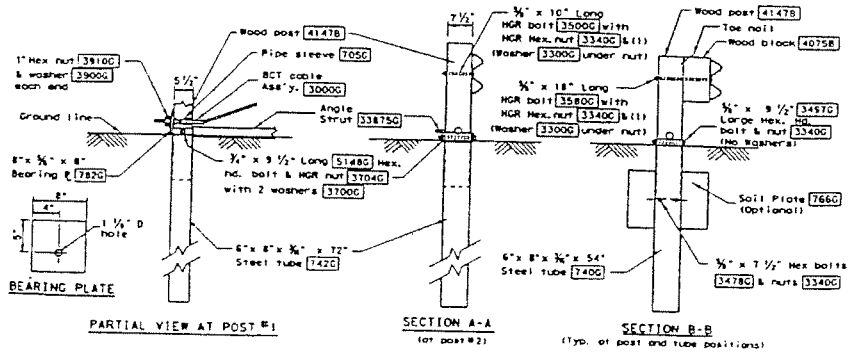
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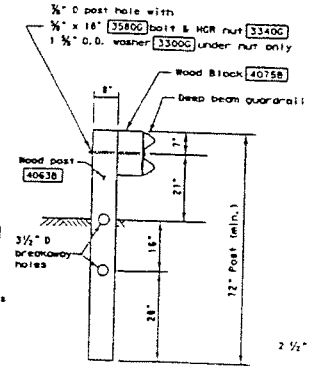
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The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Department for any purpose whatsoever. TxDOT assumes no responsibility for the accuracy or suitability of this standard for other circumstances or for incorrect results or damages resulting from its use.

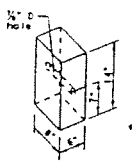
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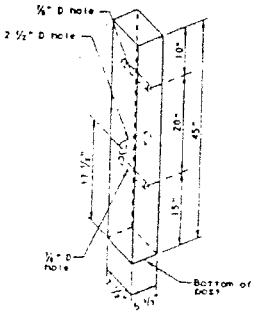






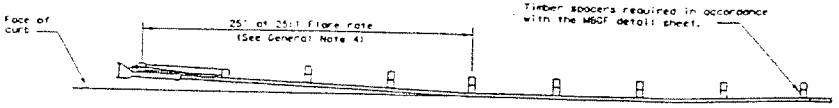


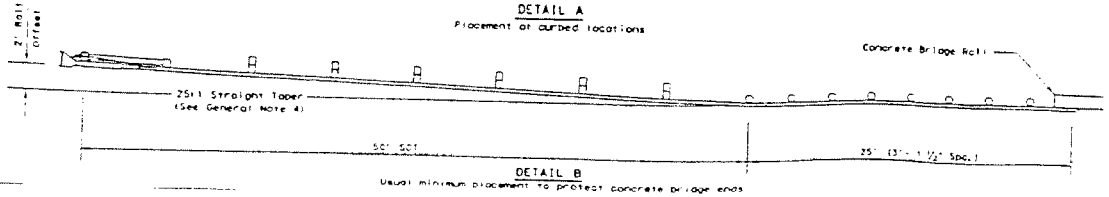




All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS		
Type I	Posts	① thru ⑧
Type II	Posts	④ thru ⑧
Type III	Posts	① thru ⑧





R = Radius
D = Diameter

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options		Post Only
Type I	Posts ① thru ⑧	Posts ⑦ thru ⑧
Type II	Posts ④ thru ⑧	Posts ⑦ thru ⑧
Type III	Posts ① thru ⑧	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on DBOM(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	Post & Tube options Type I Qty.	Type III Qty.	Type III Qty.	DESCRIPTION
67G	1	1	1	#1 Deep Beam Guardrail (12 Ga) at 25°
60G	1	1	1	#2 Deep Beam Guardrail (12 Ga) at 25°
742G	2	2	2	Steel Tube - 6"x 8"x 72"x ⅜"
740G	0	2	6	Steel Tube - 6"x 8"x 54"x ⅜"
766G	0	2	6	Soil Plate - 18"x 24"x ½" - Optional
4147B	2	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
4063B	6	4	0	Wood CRT Posts - 6"x 8"x 72"
4075B	6	6	8	Wood Block - 6"x 8"x 14"
705G	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782G	1	1	1	Bearing Plate - 8"x 8"x ⅜"
704A	1	1	1	Cable Anchor
3000G	1	1	1	Cable Assembly (⅜" x 78")
3387SG	1	1	1	Angle Strut
995A	1	1	1	ET-2000 Plus Guardrail Terminal
HARDWARE				
5148G	2	2	2	⅜" x 9 ½" Hex Hd (Top of Tubes 1&2) A325
3300G	7	7	7	⅜" Washers
3478G	2	14	14	⅜" x 7 ½" Hex Bolt
3500G	1	1	1	⅝" x 10" Post Bolt (Post 2 of LET)
3580G	6	6	6	⅝" x 18" HGR Post Bolt (posts ③ thru ⑧)
3360G	16	16	16	⅜" x 1 ¼" HGR Splice Bolt
3340G	25	43	43	⅜" HGR Nut (16-spl, 7-posts, 2 each at tube ③ thru ⑧)
4228G	2	2	2	⅜" x 4" Lag Screw
3910G	2	2	2	1" Hex Nut (Anchor Cable)
3900G	2	2	2	1" Washer (Anchor Cable)
666BB	2	2	2	Object Marker (12" x 12")
3700G	4	4	4	⅜" Washer
3704G	2	2	2	⅜" Heavy Hex Nut
3497G	0	6	6	⅝" x 9 ½" Hex Hd (Top of Tubes 3-8) A307

Texas Department of Transportation
Design Division (Roadway)

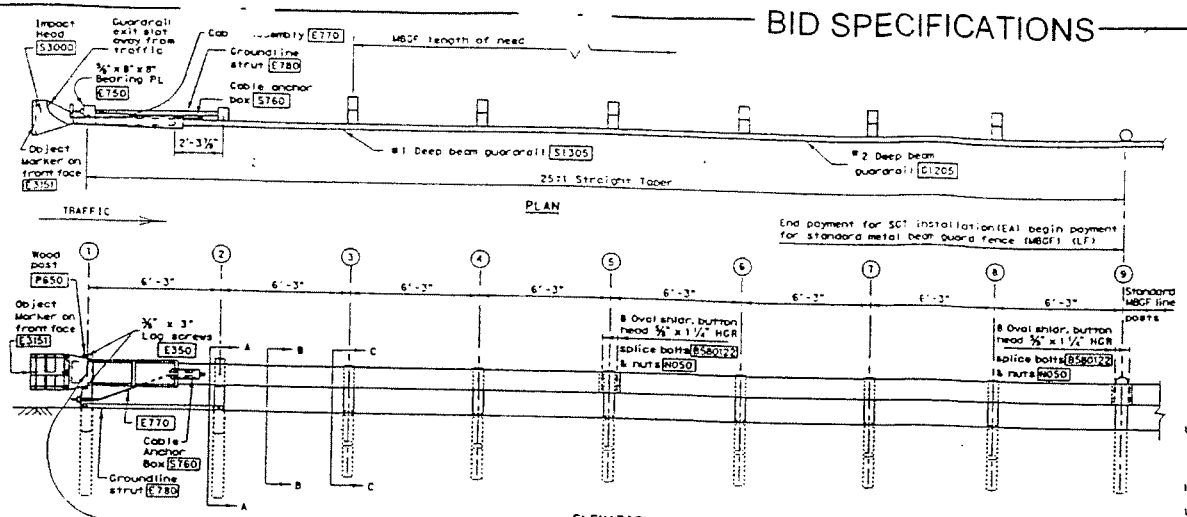
SINGLE GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT(7)-01

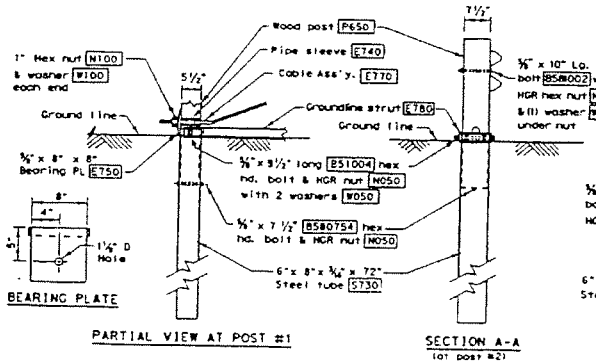
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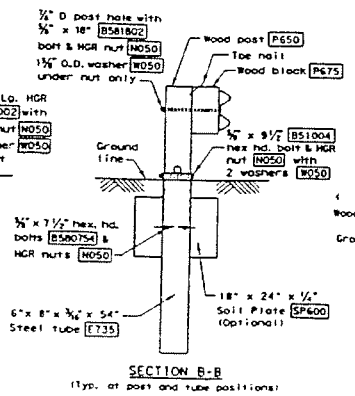
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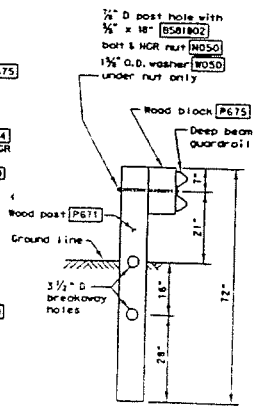
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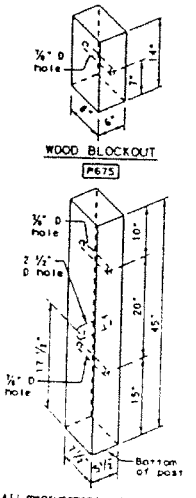
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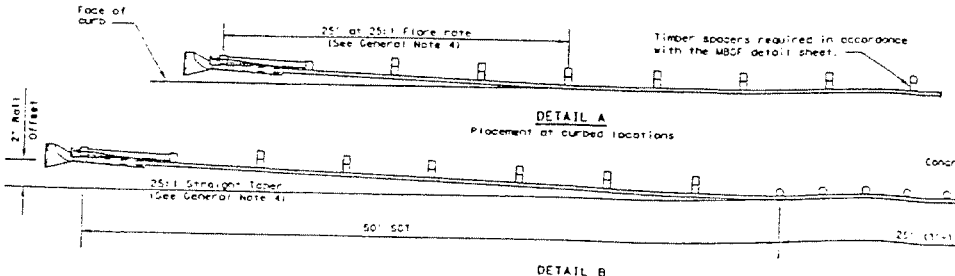












GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options	Post Only
Type I Posts ① thru ②	Posts ③ thru ⑧
Type II Posts ① thru ④	Posts ⑤ thru ⑧
Type III Posts ① thru ⑥	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 foot of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches into the rock may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be field cut to not less than 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&M(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet side of the end treatment and any adjacent driving lane.

POST & TUBE OPTIONS
Type I - post ① thru ②
Type II - post ① thru ④
Type III - post ① thru ⑥

BILL OF MATERIAL

Code #	Post & Tube Options: Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
S1305	1	1	1	#1 Deep Beam Guardrail (12 Ga.)
G1205	1	1	1	#2 Deep Beam Guardrail (12 Ga.)
S730	2	2	2	Steel Tube - 6" x 8" x 3/16" x 72"
E735	0	2	6	Steel Tube - 6" x 8" x 3/16" x 54"
SP600	0	2	6	Soil Plate - 18" x 24" x 1/4" - Optional
P650	2	4	8	Wood Posts - 5 1/2" x 7 1/2" x 45"
P671	6	4	0	Wood CRT Posts - 6" x 8" x 72"
P675	6	6	6	Wood Blockouts - 6" x 8" x 14"
E740	1	1	1	Pipe Sleeve - 2" Std. Pipe x 5 1/2"
E750	1	1	1	Bearing Plate - 3/4" x 8" x 8"
S760	1	1	1	Cable Anchor Box
E770	1	1	1	Cable Assembly
E780	1	1	1	Groundline Strut
S3000	1	1	1	Impact Head
HARDWARE				
B580754	2	6	14	7/8" x 7 1/2" Hex Hd. Bolt
B51004	2	4	8	7/8" x 9 1/2" Hex Hd. Bolt (Top of Tubes)
W050	11	15	23	7/8" Washers
B581002	1	1	1	5/8" x 10" HGR Post Bolt (Post 2)
B580122	16	16	16	5/8" x 1 1/4" HGR Splice Bolt
B581802	6	6	6	5/8" x 18" HGR Post Bolt (Posts ⑤ thru ⑥)
N050	27	33	45	5/8" HGR Nut (16-Spl, 7-Posts, 2-Strut, 2 ea. at Tube ① thru ⑥)
E350	2	2	2	3/4" x 3" Lag Screw
N100	2	2	2	1" Hex Nut (Anchor Cable)
W100	2	2	2	1" Washer (Anchor Cable)
SB58A	8	8	8	Cable Anchor Box Shoulder Bolts
N055A	8	8	8	1/2" A325 Structural Nut
W050A	16	16	16	1/2" A325 Structural Washer
E3151	1	1	1	Object Marker - (18" x 18")

Texas Department of Transportation
Design Division (Roadway)

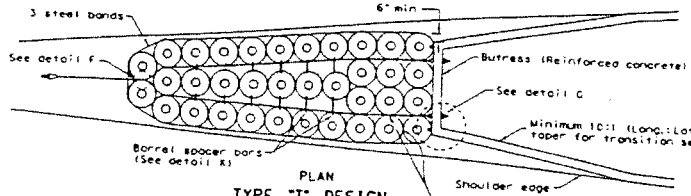
SINGLE GUARDRAIL TERMINAL
(SKT 350)
SGT(8)-01

Pg. 8

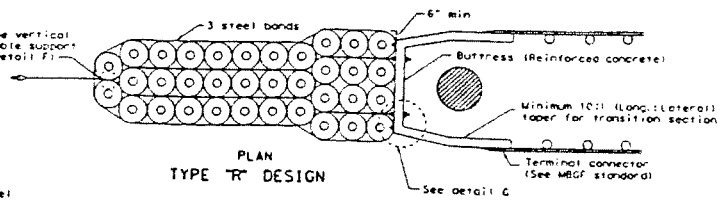
R = Radius

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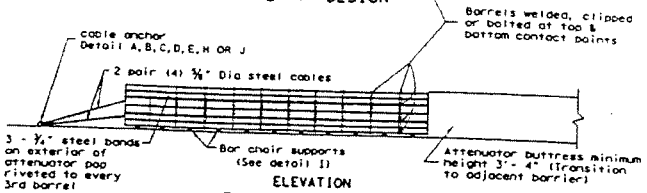
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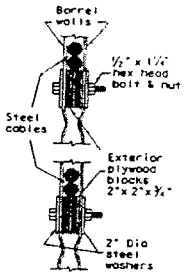
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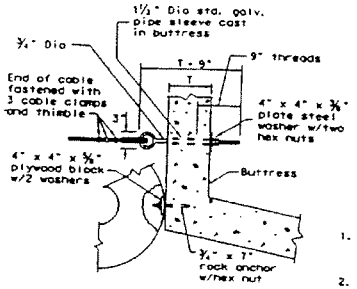
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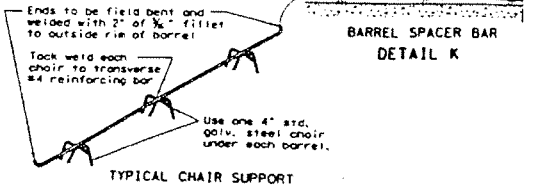
ELEVATION
TYPICAL VIA LAYOUT



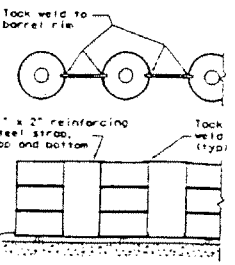
VERTICAL CABLE SUPPORT
DETAIL F



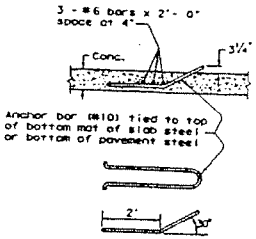
EYE BOLT DETAIL
DETAIL G



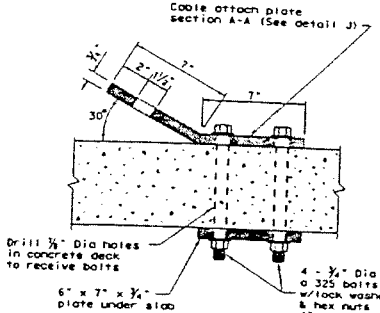
TYPICAL CHAIR SUPPORT
DETAIL I



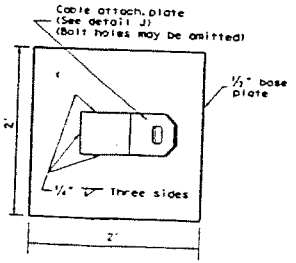
BARREL SPACER BAR
DETAIL K

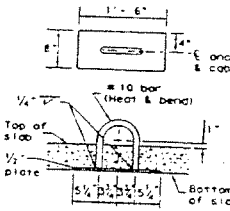


(BRIDGE SLABS OR CONCRETE SHOULDERS)
DETAIL A

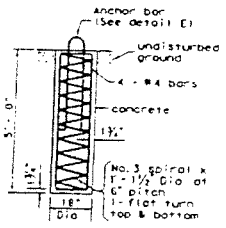


(FOR EXISTING BRIDGE SLABS)
DETAIL D

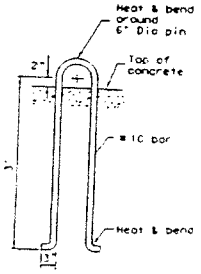




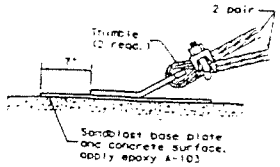
(NEW BRIDGE SLABS)
DETAIL B



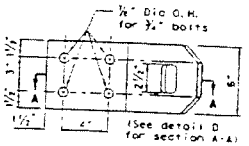
(FOR ROADWAY & ROADSIDE)
DETAIL C



(ANCHOR BAR)
DETAIL E



(FOR EXISTING BRIDGE SLABS-EPOXY PLATE)
DETAIL H



CABLE ATTACHMENT PLATE (TOP VIEW)
DETAIL J

CABLE ANCHORS

GENERAL NOTES

1. All cable fittings, anchor bars, bolts, nuts, washers and miscellaneous hardware shall be galvanized. Steel cables may be furnished black, unless otherwise specified. Nuts and bolts shall be in accordance with ASTM-A325.
2. Steel cable furnished shall be at least ⅜ inch in diameter and shall have a minimum breaking strength of 20 tons. Cable should be tensioned as directed by the Engineer.
3. Steel barrels will be interconnected at the top and bottom at all points of contact by bolting, clipping or welding as directed by the Engineer. Where adjacent barrels are not in contact, spacer bars shall be provided and attached to the tops and bottoms of the barrels.
4. Barrel crush strength is determined by hole cut-outs size in top and bottom of each barrel. Barrels with 20 gauge tops and bottoms shall be supplied with 7 inch diameter holes on top and bottom. Where used paint barrels are provided, hole size shall be 13 ½ inches in top and bottom for both tight and loose headed drums. Rim clamps on loose headed drums shall be discarded and lugs welded to rims with eight equally spaced one inch beads. Unless otherwise specified, barrels need not be galvanized and thin layers of paint residue in paint barrels need not be removed. Unless shown elsewhere in plans, barrel exteriors are to be painted. All rusty areas are to be wire-brushed to remove all rust and prime coated with 2.0 mils minimum of commercial primer. After prime coat is thoroughly dry, all exterior surfaces shall be painted with a minimum dry film thickness of 5.0 mils of commercial gloss enamel, white in color unless otherwise specified. When the barrel is required to be reflectorized, the refectorization shall be achieved as shown elsewhere in the plans.
5. Concrete for the installation shall be Class A or Class C concrete. Steel bars used in anchors shall be Grade 60 ASTM A615, and exposed bars shall be galvanized after required field heating and bending.

Texas Department of Transportation
Design Division (Roadway)

VEHICLE IMPACT ATTENUATOR

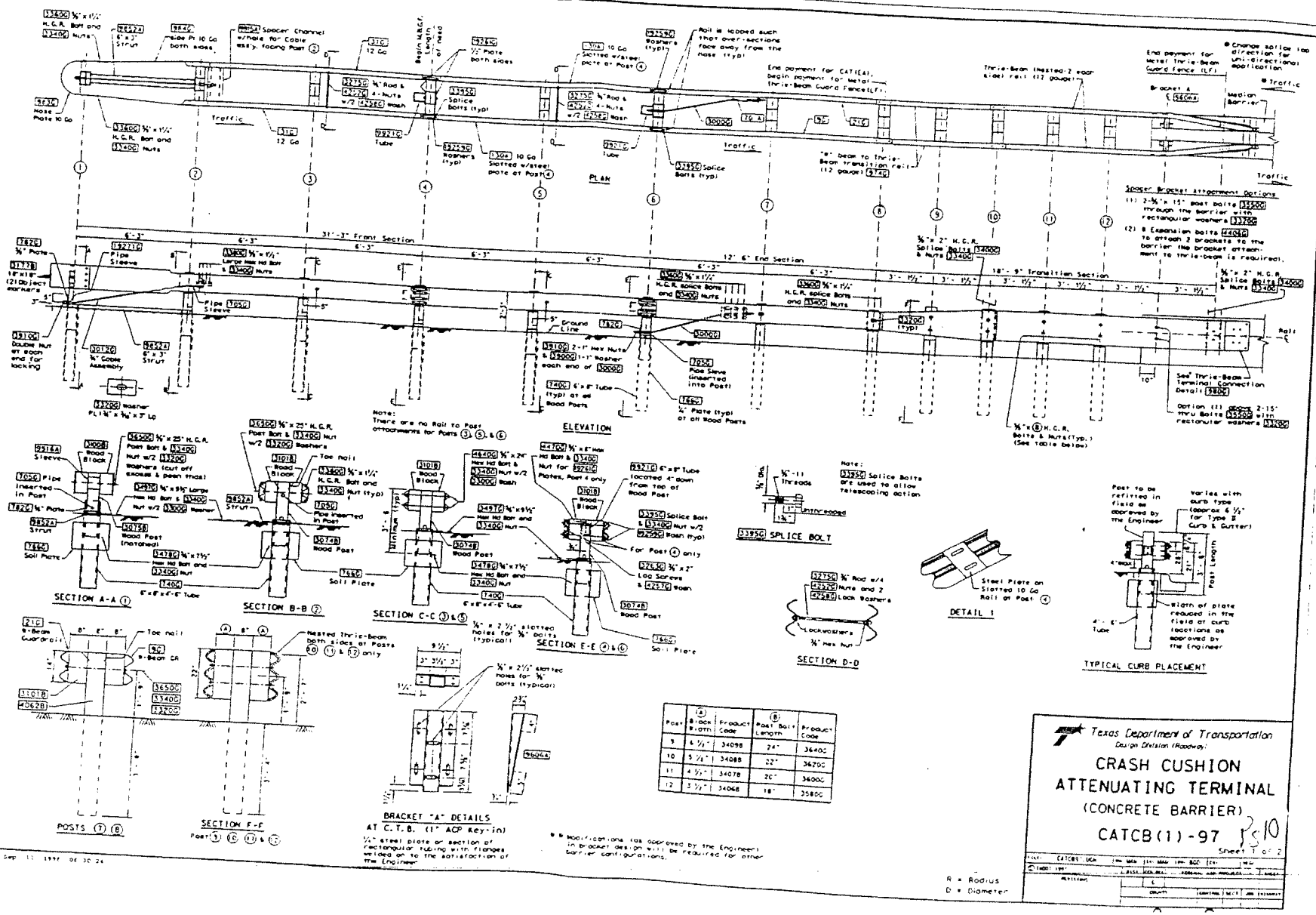
CRASH CUSHION DETAILS

VIA(CCD)-95

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the State of Texas for any purpose whatsoever. The State of Texas assumes no responsibility for the accuracy or suitability for the application of the information contained herein and any other formats or for incorrect results or damages resulting therefrom or use.

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BID SPECIFICATIONS



DISCLAIMER:
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Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(1)-97

Sheet 1 of 2

BID SPECIFICATIONS

CATCB FRONT SECTION (POSTS 1 THRU 6)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
9830	1	Nose Plate (10 Ga)
9840	2	Side Plate (10 Ga)
310	2	"W" Beam 12 Ga x 13'-6 1/2"
130A	2	"W" Beam 10 Ga x 13'-6 1/2"
9852A	1	Channel Strut x 6'-6"
740G	6	Steel Foundation Tube
766G	6	Soil Plate 18" x 24"
30758	1	Wood Post 5 1/2" x 7 1/2" (Notched) (Post 1)
30748	5	Wood Post 5 1/2" x 7 1/2" (Post 2-6)
31008	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
31018	10	Wood Block 5 1/2" x 7 1/2" (Post 2-6)
9816A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921G	2	Steel Tube (Posts 4 & 6)
19271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
19281G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (Posts 1 to 2)
3275G	2	3/4" Restraint Rod (Post 3 & 5)
19259G	32	Plate Washer (Posts 4 & 6)

HARDWARE

3263G	4	3/4" x 2" Lg Lag Screw
4252G	8	3/4" Hex Nut
4258G	4	3/4" Lock Washer
4257G	4	3/4" Flat Washer
3320G	4	Rectangular Washer
3385G	32	5/8" x 1 1/4" H.H. Splice Bolt
3650G	2	7/8" x 25" Lg H.G.R. Bolt
4640G	8	7/8" x 24" Lg H.H. Bolt
3478G	13	7/8" x 7 1/2" Lg H.H. Bolt
3380G	8	7/8" x 1 1/2" Lg H.H. Bolt
3360G	16	7/8" x 1 1/4" Lg H.G.R. Bolt
3340G	85	7/8" H.G.R. Nut
3300G	8	7/8" Flat Washer
3497G	6	3/4" x 9 1/2" Lg H.H. Bolt
3910G	4	1" Hex Nut
3900G	2	1" Flat Washer

CATCB GUARDRAIL TERMINAL END SECTION (POSTS 7 & 8)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
40648	2	Wood Post 5 1/2" x 7 1/2" x 6'
31018	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate
705G	1	Pipe Sleeve
3000G	1	Cable Assembly
3320G	2	Rectangular Washer

HARDWARE

3360G	24	7/8" x 1 1/4" H.G.R. Splice Bolt
3400G	4	7/8" x 25" H.G.R. Post Bolt
3380G	8	7/8" x 1 1/2" Hex Hd Bolt
3340G	28	7/8" H.G.R. Nut
3300G	8	7/8" Washer
3910G	4	1" Hex Nut
3900G	2	1" Washer

CATCB TRANSITION SECTION (POST 9 THRU END SHOE)

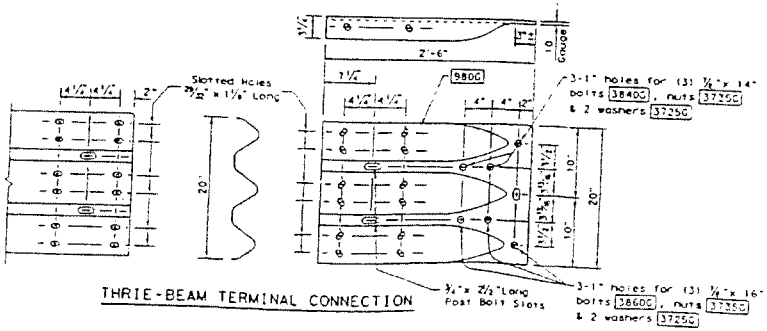
BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
211G	4	Thrie beam 12'-6" (12 Ga)
614G	2	Trans panel 6'-3" (12 Ga)
980G	2	Special Thrie beam end shoe
3078B	3	Wood Post 6'x 8"x 6', (Posts11&12)
3320G	20	Rectangular Washer
3340G	62	7/8" H.G.R. Nut
3400G	52	7/8" x 2" Splice Bolt
3406B	2	22 1/2" Block 6"x 3 1/2" (Post 12)
3407B	2	22 1/2" Block 6"x 4 1/2" (Post 11)
3408B	2	22 1/2" Block 6"x 5 1/2" (Post 10)
3409B	2	22 1/2" Block 6"x 6 1/2" (Post 9)
3412B	1	Wood Post 6"x 8"x 6', (Posts 9)
3560G	2	7/8" x 16" Bolt
4406G	8	7/8" x 3 3/4" Expansion Bolts w/Nuts
3580G	2	7/8" x 18" Post Bolt (Post 12)
3600G	2	7/8" x 20" Post Bolt (Post 11)
3620G	2	7/8" x 22" Post Bolt (Post 10)
3640G	2	7/8" x 24" Post Bolt (Post 9)
3725G	12	1/4" Washer (End Shoe Bolts)
3735G	6	1/4" Hex Nuts (End Shoe Bolts)
3840G	3	1/4" x 14" Hex Bolt (End Shoe)
3860G	3	1/4" x 16" Hex Bolt (End Shoe)
9606A	2	Spacer Bracket
		Delineation
3177B	2	Object Marker 18"x 18" (Cut to fit)
		Optional Hardware for Single Slope Barrier-42"
3640G	2	7/8" x 24" Bolt
4896G	6	7/8" x 24" Hex Bolt (End Shoe)

* Expansion or through bolts may be used with optional bracket installation.

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
5. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
6. Either 6"- 8" or 5 1/2"x 7 1/2" wood blocks may be used at posts 1 thru 8 as supplied by the manufacturer.
7. Object markers shall be installed on the front of the terminal as detailed on the DSOM(VIA).



THRIE-BEAM TERMINAL CONNECTION

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Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(2)-97

Sheet 2 of 2

FILE: CATCB97.DGN	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT 1997	REVISIONS	ASSY NO. ATC	FEDERAL AID PROJECT NO.	SHEET
		DATE		

C:\proasgn\engsdd\catcb97.dgn Sep. 17, 1998 09:31:23

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
S P E C I F I C A T I O N S

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before the begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

8. Prospective bidders shall make a careful examination of the project sites.

9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

10. The Contractor shall at all times provide access to existing homes.

11. No open trenches or excavation shall be left open overnight.

12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.

14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.

16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.

17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

19. **Market Volatility and Unit Price Adjustment:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence to 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 is process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe 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 then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

EXHIBIT "B" VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N. 4 Mile 3½ W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE Nº: (956) 968-6773 **FAX Nº:** (956) 969-9674

CELLULAR Nº: (956) 607-7487

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"

INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 2/3/2009

PRODUCER
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126

San Juan, TX 78589-0126

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
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

INSURER A: REPUBLIC VANGUARD INSURANCE
INSURER B: SOUTHERN COUNTY MUTUAL INS
INSURER C: TEXAS MUTUAL INSURANCE
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	RPP109091-02	12/14/2008	12/14/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $NOT APPLICABLE
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	STC564310-03	05/14/2008	05/14/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS COMP	SBP-0001129486	04/03/2008	04/03/2009	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/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 BUSINESS 281
EDINBURG TX 78539-

FAX # 318-2577

[ ] 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 James E Capt

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Insurance Requirement Acknowledgment

I, Ricardo R. Guerra, authorized representative for Guerra Construction Co
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.

_____ 2-3-09
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, Ricardo R. Guerra, possess all of the APPLICABLE:

1. Licenses: Yes
2. Bonds: _____
3. Certificates: Yes
4. Permits: Yes
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.

R. [signature]
Authorized Signature

2-3-09
Date

Guerra Construction Co.
Company

6700 N. Mile 3½ W
Address

Weslaco, TX 78596
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST

(CIQ FORM)

1967237

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.**

R.G. N/A Guerra Construction Co.

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.**

N/A
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

2-3-09
Date

Ricardo R. Guerra

Adopted 06/29/2007



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-1967237
As
Recording

Recorded On: February 03, 2009

Billable Pages: 1

Number of Pages: 2

Parties:

To

Comment: CONFLICT OF INTREST QUEST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-1967237
Receipt Number: 1013225
Recorded Date/Time: February 03, 2009 12:00P

User / Station: V Ureste - Cash Station 17

Record and Return To:

RICARDO R. GUERRA
6700 MILE 3 1/2 WEST
WESLACO TX 78596

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

VENDOR/BIDDER APPLICATION

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name: Guerra Construction Co. **Telephone No.** (956) 968-6773

dba Name:

Legal Name: Ricardo R. Guerra

Mailing Address : 6700 N. Mile 3½ W **Fax No.** (956) 969-9674

Physical Address:

City, State, Zip Weslaco, TX 78596 **Tax I.D. No.** 02-0668556

Remit to Address : **City, State, Zip**

E-Mail Address: rguerra23@yahoo.com

Representative(s) Name(s) & Title(s) Ricardo R. Guerra

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:
Ricardo R. Guerra / owner

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): 102066855610O **or are Certificate(s) attached?:** ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: Metal Beam / Guardrail

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.:**

Revised12/14/08

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). 1020668556100 or Are Certificate(s) Attached?: ☑ Yes ☐ No

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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: N/A 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: N/A 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: N/A Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DEBARMENT FORM

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: [signature]
Print Name: Ricardo R. Guerra
Title: Owner
Telephone Number: (956) 968-6773
Date: 2-3-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 FORM

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)
Ricardo R. Guerra

Business name, if different from above
Guerra Construction Co.

Check appropriate box: ☑ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
6700 N. Mile 3½ W

Requester's name and address (optional)

City, state, and ZIP code
Weslaco, Tx 78596

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
516-79-0651610

or

Employer identification number
02-0616851516

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 ▶ [signature] Date ▶ 2-3-09

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.

PREVAILING WAGE LEGAL REQUIREMENTS

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld form him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not node under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any pubic body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, than after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor, that all just bills for labor and materials under this contract has been paid in full by the Contractor.
Acts 1913, P. 185; Acts 1929, 41st leg., P. 4881, Ch. 22 paragraph 1.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Ricardo R. Guerra, being first duly sworn, deposes and says that:

(1) He is Ricardo R. Guerra, of Guerra Construction Co., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [signature]

Owner
(Title)

Subscribed and sworn to before me on this 3rd

Day of February 2009

Title

NORA E. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 07, 2010

[signature]

TX. DOT SPECIFICATIONS

BID SPECIFICATIONS

ATTENTION: DESIGN ENGINEERS AND GRAPHICS COORDINATORS

TITLE	DESCRIPTION
	BARRIER (FLEXIBLE)
MBGF-94	Metal Beam Guard Fence
GF(RRSP)-96	Metal Beam Guard Fence, Railroad Signal Protection
EMM HBF-74	Expanded Metal Mesh Headlight Barrier Fence
CA HBF-69	Control-of-Access Headlight Barrier Fence
BED-91	Bridge End Details
CLF-00	Chain-Link Barrier Fence, 4 and 6 Foot Height
	BARRIER (RIGID)
CTBI(1)-99	Concrete Traffic Barrier, Type 1, Precast or Cast-in-Place (Bridge)
CTB(2)-92	Concrete Traffic Barrier, Types 2 & 3, Roadway CTB Cast-in-Place
CTBI(3)-00	Concrete Traffic Barrier, Type 2, Roadway CTB at Light Poles
CTBI(4)-00	Concrete Traffic Barrier, Bridge and Roadway with Illumination
PCTB(1)-90	Precast Concrete Traffic Barrier, Type 2
PCTB(2)-96	Precast Concrete Traffic Barrier, Type 2
PCTB(3)-94	Precast Concrete Traffic Barrier, Type 3
HBF(CTB)-81	Headlight Barrier Fence, Mounted on Concrete Traffic Barrier
CBR(P&P)-87	Concrete Barrier Rail (Portable and Precast)
SSCB(1)-99	Single Slope Concrete Barrier, Type 1 (Bridge)
SSCB(2)-00A	Single Slope Concrete Barrier, Type 2
SSCB(3)-00	Single Slope Concrete Barrier, Type 3 (Cast-in-Place at Bridge Ends or Median Obstructions)
SSCB(4)-00	Single Slope Concrete Barrier, Type 4 (Cast-in-Place, Bridge and Roadway with Illumination)
LPCB(1)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 1 of 2)
LPCB(2)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 2 of 2)
	END TREATMENTS/ATTENUATORS/CRASH CUSHIONS
SGT(7)-01	Single Guardrail Terminal (ET-2000 PLUS)
SGT(8)-01	Single Guardrail Terminal (SKT 350)
CATGR(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATGR(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
CATCB(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATCB(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
BRST(1)-94	Brakemaster System Terminal Details
BRST(2)-94	Brakemaster System Terminal Details
QUAD(N)-99	Quadguard System (Narrow)
QUAD(W)-99	Quadguard System (Wide)
QGELITE(N)-99	Quadguard (Elite) System (Narrow)
QGELITE(W)-99	Quadguard (Elite) System (Wide)
REACT(N)-00	Reusable Energy Absorbing Crash Terminal (Narrow REACT 350) (2 Sheets)

TITLE	DESCRIPTION
	PAVEMENTS
BAS-94	Bridge Approach Slab (2 Sheets)
CPCR(1)-94	Concrete Pavement Details, One Layer Steel Placement
CPCR(2)-94	Concrete Pavement Details, Two Layer Steel Placement
FDRCP-94	Full Depth Repair of Concrete Pavement
CPCD-94	Concrete Pavement Details, Contraction Design
TA(CP)-99	Terminal Anchorage for Concrete Pavement
JS-94	Concrete Paving Details, Joint Seals
ST(1)-99	Shoulder Texturing (Milled or Rolled Depressions)
ST(2)-99	Shoulder Texturing (Using Pavement Markings)
	TEMPORARY EROSION
EC(1)-93	Temporary Erosion, Control Measures (Fence & Baled Hay)
EC(2)-93	Temporary Erosion, Control Measures (Rock Filter Dams)
EC(3)-93	Temporary Erosion, Control Measures (Construction Exits)
EC(4)-93	Temporary Erosion, Control Measures (Dikes, Earthwork for Erosion Control)
EC(5)-93	Temporary Erosion, Control Measures (Swales, Earthwork for Erosion Control)
EC(6)-93	Temporary Erosion, Control Measures (Sediment Basins & Traps, Earthwork for Erosion Control)
EC(7)-93	Temporary Erosion, Control Measures (Temporary Pipe Slope Drains)
EC(8)-93	Temporary Erosion, Control Measures (Temporary Paved Flumes)
	MISCELLANEOUS
EMRW-94	Earthwork Measurement at Retaining Walls
CCCG-00	Concrete Curb and Curb and Gutter
RAMP-00B	Pedestrian Ramps (2 Sheets)
RHD-97	Ramp Handrail Details
M-92	Right-Of-Way Markers
WF(1)-94	Barbed Wire Fence and Woven Wire Fence, Timber Posts
WF(2)-96	Barbed Wire Fence and Woven Wire Fence, Steel Posts
PCF-99	Post and Cable Fence
BWI-99	Barrier Wall Inlet, Type 1
MB-96	Mailbox Mounting Details (3 Sheets), (Maintenance Division)

DESIGN DETAILS (REQUIRE THE ADDITION OF PROJECT SPECIFIC DETAILS)

1990 MAILBOX TURNOUT DETAIL
Note: Graphics File: MBTURNOUT.DGN

1995 VEHICLE IMPACT ATTENUATOR (SAND FILLED PLASTIC MODULES)
Note: Graphics File: VIASFPM.DGN

CURRENT REVISIONS

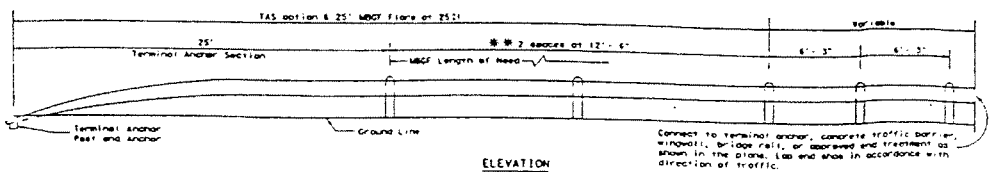
SGT(5)-97	Deleted. Not replaced.
SGT(7)-01	Replaces SGT(7)-00. Revised bill of material, ET 2000 Plus end treatment did not change.
SGT(8)-01	New SKT 350 guardrail end treatment.

REVISED: July 2001; Contact the Design Division (512) 416-2653

Texas Department of Transportation
Design Division (Roadway)

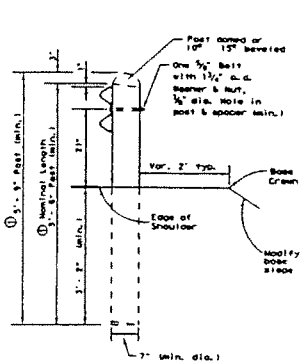
STANDARD SHEETS AND DESIGN DETAILS

FILE: RDWINDEX.DGN

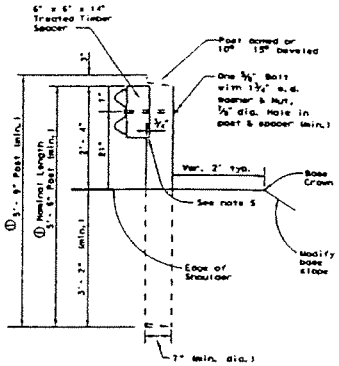


ELEVATION

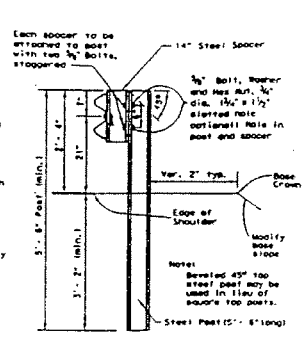
Note ①: Where a nominal length of 6'- 0" is specified as acceptable elsewhere in the plans, these dimensions shall be increased by 0'- 6". The additional length should be specified only on roadways where future ACP overlays and adjustments of the rail height on the same posts are likely.



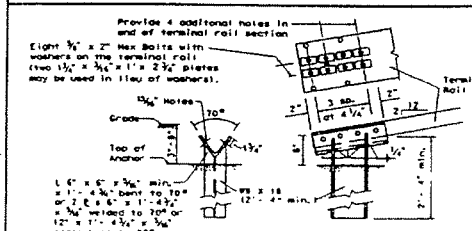
WOOD POST



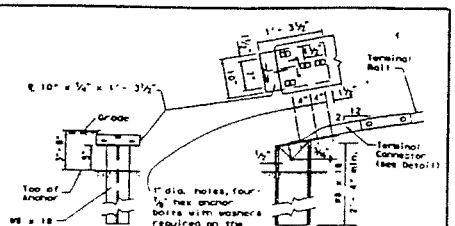
WOOD POST (Blockout)



STEEL POST (Blockout)

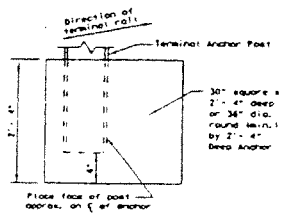


Note: This post requires four additional holes (drop or field) in the terminal rail member with eight 5/8" bolts and washer plates as shown for attachment.



Note: This optional post requires the use of the 10 ga. terminal connector with four 5/8" hex bolts for attachment to the anchor post.

TERMINAL ANCHOR POST OPTIONS

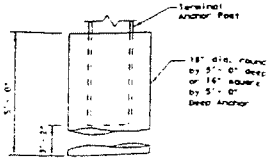


Notes: Either post may be used with either anchor.

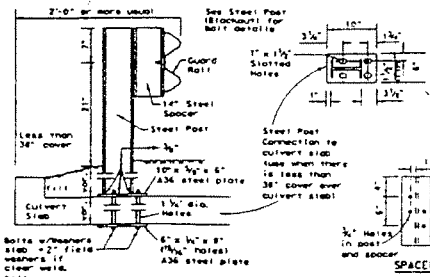
No construction joint is allowed in the concrete anchor.

Terminal rail may be bolted to post and in twist position prior to placing concrete anchor.

If concrete anchor is precast, the area should be compacted as directed by the Engineer, when placed in the field.



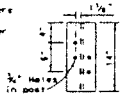
TERMINAL CONCRETE ANCHOR OPTIONS



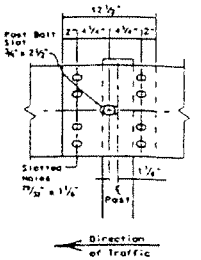
LOW FILL CULVERT POST MOUNTING OPTION

POST CONNECTION STEEL POST

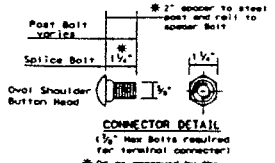
Non-Splice Steel Post Only

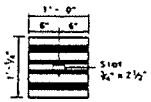


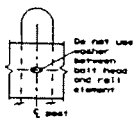
SPACER



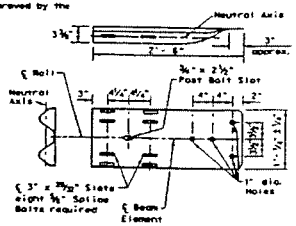
RAIL SPLICE





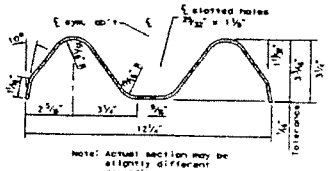


POST CONNECTION WOOD POST



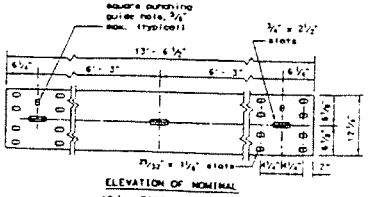
TERMINAL CONNECTOR

(10 Gauge Minimum)



Note: Actual section may be slightly different depending upon the manufacturer.

SECTION THRU GUARD RAIL



ELEVATION OF NOMINAL 12 1/2 FOOT GUARD RAIL

(25 foot sections may also be supplied)

GENERAL NOTES

1. The exact position of guard fence shall be as shown elsewhere on the plans or as directed by the Engineer. Guard fence shall be maintained to a smooth connection with other guard fence or structure railing as shown elsewhere on plans.
2. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be stacked out so that the face of curb is tangent directly below or behind the face of rail. Rail placed over curbs shall be installed so that the bottom of the rail is lowered approximately 21" below the gutter pan or roadway surface.
3. Unless otherwise shown in the plans, MBGF shall be placed with the face of rail directly above the shoulder edge. Six nominal spaces of the 25' terminal anchor section and adjacent 25' of MBGF shall be flared at 25:1 longitudinally to provide a 2'- 0" offset between the guard fence and shoulder edge for guardrail. Flaring the 25' terminal anchor and adjacent 25' MBGF is optional for one-way traffic conditions on the downstream end of guard fence.
4. At the option of the Contractor, the rail elements for the guard fence may be furnished in either 12 1/2' or 25' foot nominal lengths with post bolt holes for demolition purposes.
5. Timber posts may be beveled from 10 to 15 degrees on the top of both ends with high side of top of post elsewhere. Timber posts may be domed. When 6" x 6" x 14" timber guard fence is specified elsewhere in the plans, a 6" x 12" treated timber spacer or yellow pine shall be used with wood posts. When a wood post is used, the portion of the post that is between the rail and spacer shall be notched 3/4" to provide flat surface for timber spacer. A tolerance of 2 1/2" will be permitted on the notched portion of the post. Routing the timber spacer may be used in lieu of notching the post. The depth of routing shall be 3/4" at the center of radius 2 3/4".
6. Steel posts shall be drilled out. Steel posts and spacers shall meet the requirements of AASHTO M-183 (ASTM A-36) or M-270 Gr. 36 (ASTM A-709 Gr. 36). Bolt holes shall be approximately centered between web and edge of flange of spacers and posts.
7. Post spacing will be 6'- 3" except that the first post will be 25" from the terminal anchor post and the next two posts spaced at 12'- 6" with a minimum of 6 posts adjacent to structures spaced at 3'- 1 1/2" and posts adjacent to Type 76 bridge rail are spaced at 2'- 3". Post spacing adjacent to structures may vary as shown on bridge rail details or as directed by the Engineer.
8. The upper 10" (minimum) of the terminal anchor post and all steel fittings thereon shall be galvanized.
9. The terminal anchor post shall be set in Class "A" concrete in tunnels otherwise shown on plans in accordance with Item, "Portland Cement Concrete". Concrete shall be considered subsidiary to the bid item requiring construction of the terminal rail section and anchorage system.
10. An anchor other than to a terminal anchor post shall consist of a connection similar to the rail splice or similar to the terminal connector.
11. Backup plates shall be provided at intermediate (non-splice) steel posts. Backup plates shall conform to the materials and galvanizing requirements specified for the rail element, and shall be of the same nominal thickness as the rail element used.
12. Washers used with the eight 5/8" splice bolts and nuts that are provided for terminal connectors and/or terminal anchor posts shall be 1 5/8" O.D. x 5/8" I.D. and 2" O.D. x 0.134" (AASHTO M270 Gr. 36) Type A plain washers.
13. The 10 gauge terminal connectors must be used with the optional terminal anchor post. Either anchor post may be used with either connector anchor.
14. Steel sheet posts and spacers shall meet the requirements of ASTM A-36. The flange width and thickness, web thickness, and depth of steel posts and spacers shall equal or exceed the dimensions of a standard rolled W6 x 8.5 or W6 x 9.0.
15. Special fabrication will be required on installations having a curvature of less than 150' radius.
16. Bolts shall be of sufficient length to extend through the full thickness of the nut and to mark threads projecting 1/4" thereof beyond the nut. Bolt heads shall be approximately 12 inches. The backfilling shall be slope paving, masonry, and embankment shall not be placed 6" or more as directed by the Engineer. Timber posts shall not be set in concrete.
17. Crown will be allowed to accommodate guard fence.
18. Where solid rock is encountered or where shown on the plans, the diameter of the holes shall be approximately 12 inches. The backfilling shall be slope paving, masonry, and embankment shall not be placed 6" or more as directed by the Engineer. Timber posts shall not be set in concrete.

Texas Department of Transportation
Design Division (Roadway)

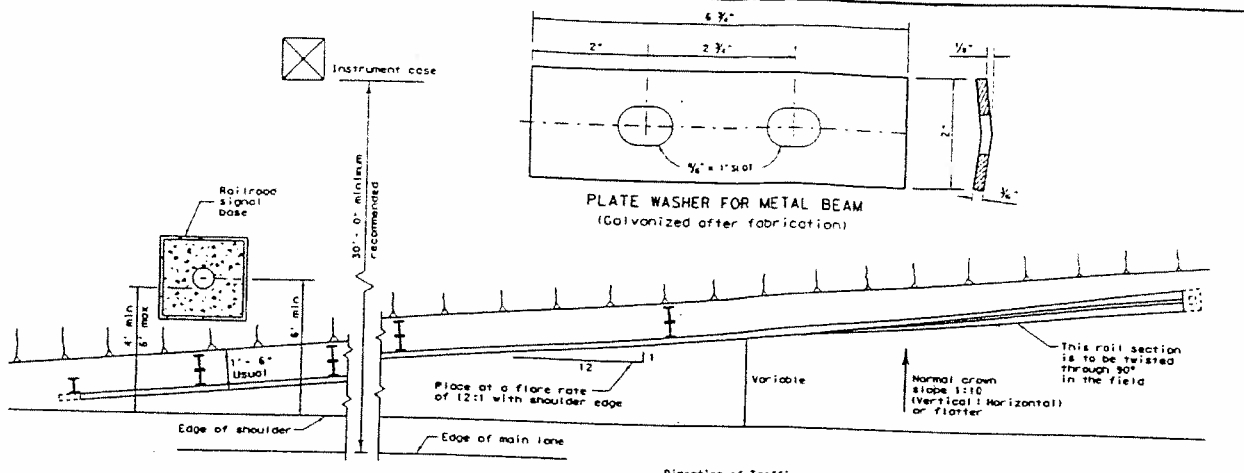
METAL BEAM GUARD FENCE

MBGF-94 Pg 2

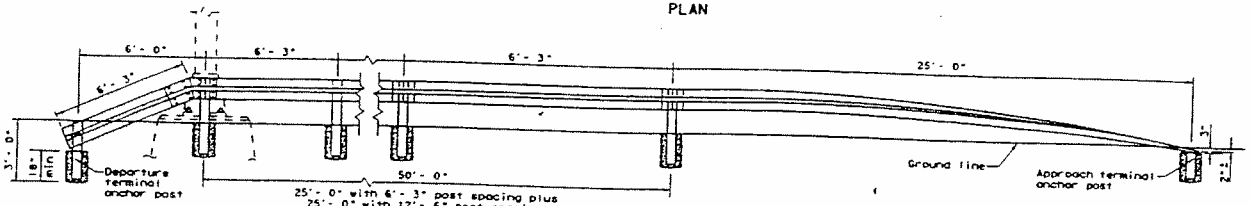
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DATE | REVISIONS | BY

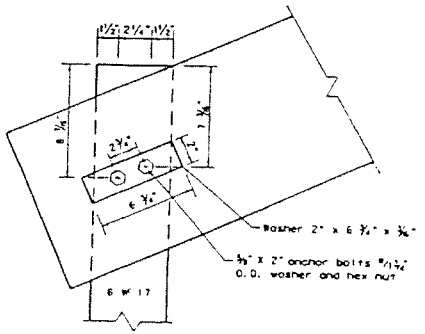
BID SPECIFICATIONS



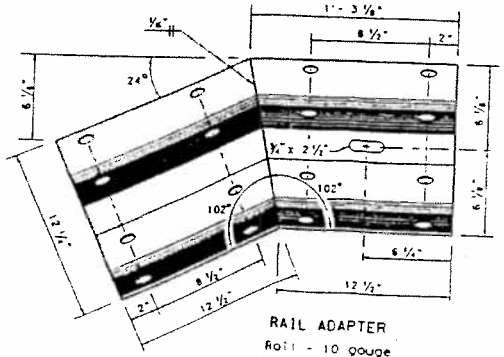
PLAN



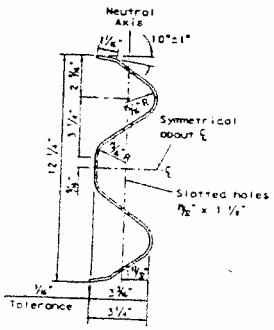
ELEVATION



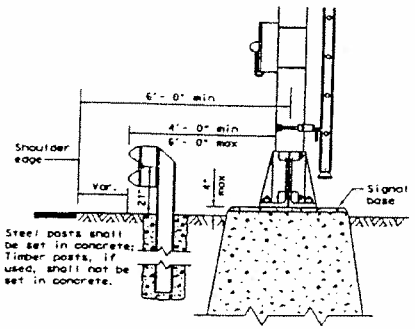
Departure Terminal
ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication)



RAIL ADAPTER END VIEW
Actual section may be slightly different depending upon the manufacturer.



GENERAL NOTES

1. For metal beam guard fence details, block out requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter thereon shall be galvanized as shown.
4. For urban, low speed (less than 50 mph speed zone) facilities, length of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.

R = Radius
D = Diameter

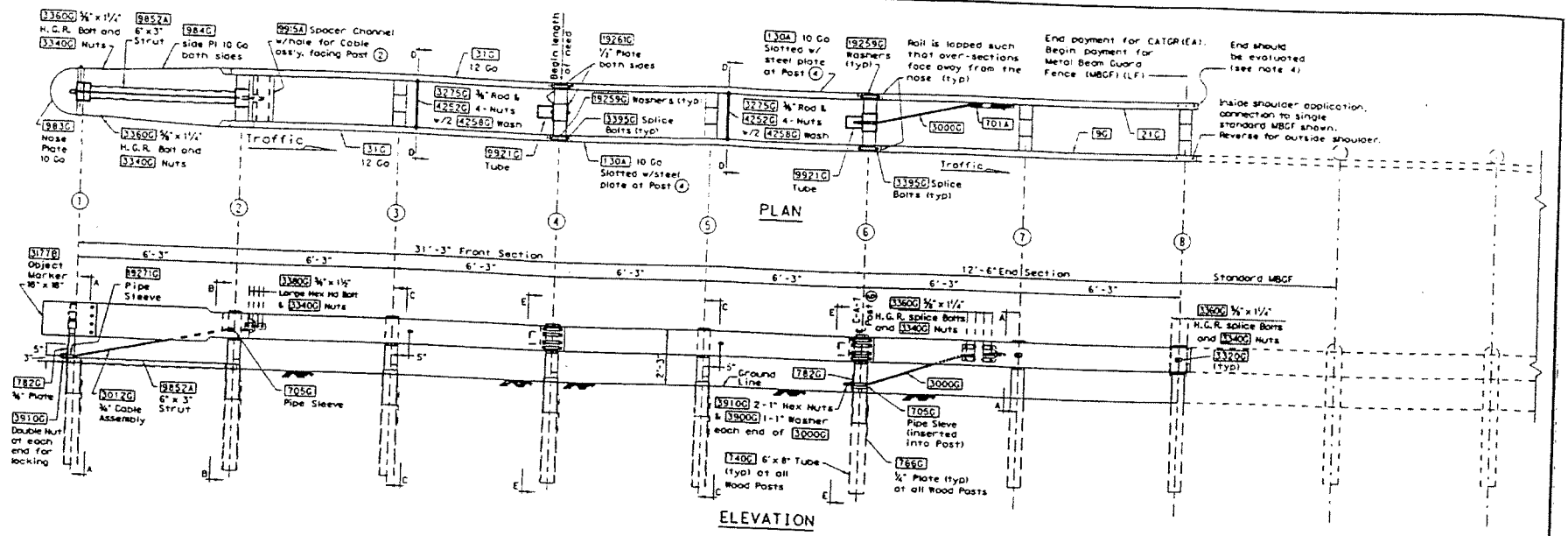
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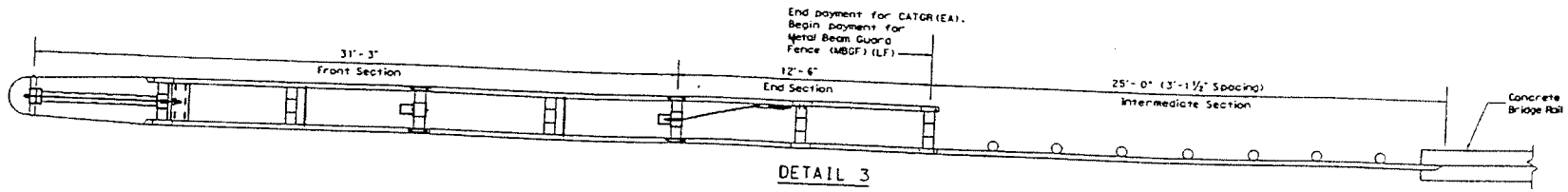
Texas Department of Transportation
Design Division (Roadway)

METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

GF (RRSP)-96

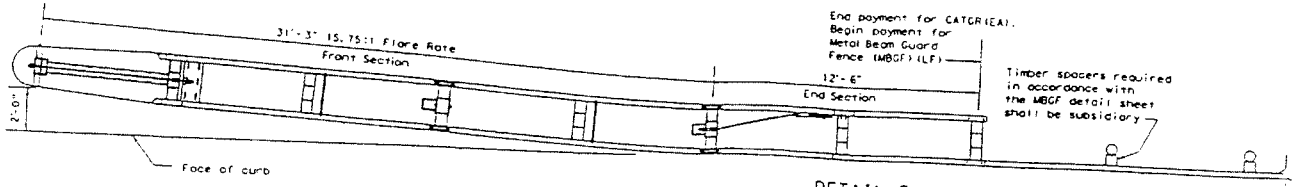
BID SPECIFICATIONS





DETAIL 3

Usual minimum placement to protect bridge ends



DETAIL 2

Placement at curbed locations

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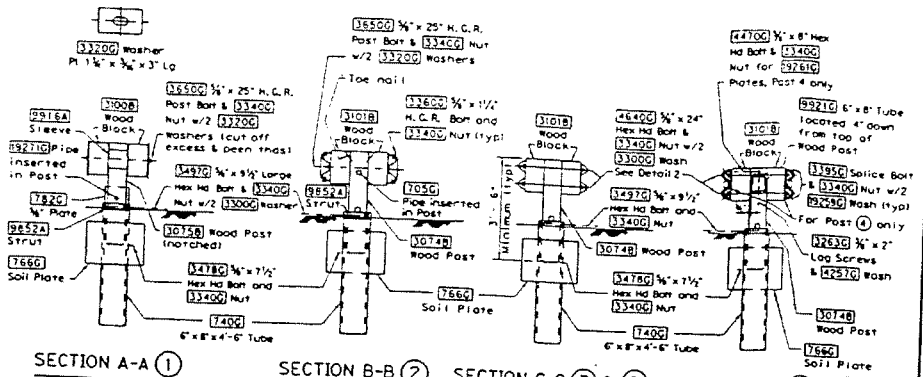
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(1)-97

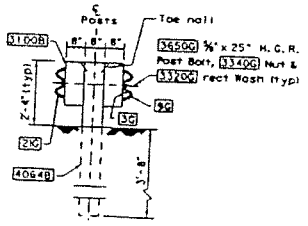
Sheet 1 of 2

BID SPECIFICATIONS

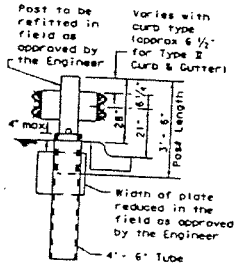


SECTION A-A (1) SECTION B-B (2) SECTION C-C (3) & (5) SECTION E-E (4) & (6)

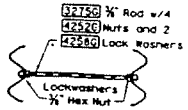
Note:
There are no Rail to Post attachments for Posts (3), (5), & (6)



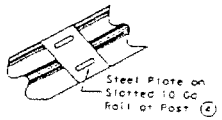
POSTS (7) & (8)



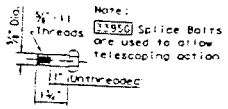
TYPICAL CURB PLACEMENT
(See CATGR(1) Detail 2)



SECTION D-D



DETAIL 1



3395G SPLICE BOLT

CATGR GUARDRAIL TERMINAL
(POSTS 1-6) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate x 10 GA
984C	2	Side Plate x 10 GA
31C	2	"W" Beam 12 GA x 13'-6 ½"
130A	2	"W" Beam 10 GA x 13'-6 ½"
9852A	1	Channel Strut x 6'-6"
740G	6	Steel Foundation Tube
766G	6	Soil Plate 18" x 24"
3075B	1	Wood Post 5½" x 7½" (Notched)(Post 1)
3074B	5	Wood Post 5½" x 7½" (Post 2 - 6)
3100B	2	Wood Block 5½" x 7½" (Post 1)
3101B	10	Wood Block 5½" x 7½" (Post 2 - 6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921G	2	Steel Tube (Post 4 & 6)
19271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
19261G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (From Post 1 to 2)
3275G	2	⅝" Restraint Rod (Post 3 & 5)
19259G	32	Plate Washer (Post 4 & 6)

HARDWARE

3263G	4	⅜" x 2" Lg Lag Screw
4252G	8	⅝" Hex Nut
4258G	4	⅝" Lock Washer
4257G	4	⅜" Flat Washer
3320G	4	Rectangular Washer
3395G	32	⅞" x 1 ¼" H.H. Splice Bolt
3650G	2	⅞" x 25" Lg H.G.R. Bolt
4640G	8	⅝" x 24" Lg H.H. Bolt
3478G	13	⅝" x 7½" Lg H.H. Bolt
3380G	8	⅝" x 1 ½" Lg H.H. Bolt
3360G	16	⅝" x 1 ¼" Lg H.G.R. Bolt
3340G	85	⅝" H.G.R. Nut
3300G	8	⅝" Flat Washer
3497G	6	⅝" x 9½" Lg H.H. Bolt
3910G	4	1" Hex Nut
3900G	2	1" Flat Washer

DELINEATOR

3177B	1	Object Marker (18" x 18") (Cut to fit)

CATGR GUARDRAIL TERMINAL
(POSTS 7-8) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5½" x 7½" x 6'
3101B	4	Wood Block 5½" x 7½"
21C	1	"W" Beam Guard Rail (12 Ga)
9C	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate (Post 6)
705G	1	Pipe Sleeve (Post 6)
3000G	1	Cable Assembly (From Post 6 to Rail)
3320G	2	Rectangular Washer

HARDWARE

3360G	24	⅝" x 1¼" H.G.R. Splice Bolt
3400G	4	⅞" x 25" H.G.R. Post Bolt
3380G	8	⅝" x 1½" Hex Hd Bolt
3340G	28	⅝" H.G.R. Nut
3300G	8	⅝" Washer
3910G	4	1" Hex Nut
3900G	2	1" Washer

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. As a usual minimum, a 25 foot section of MBGF with uniform post spacing at 3'-1.5" beyond the "End Section" is required immediately upstream of attachment to a rigid barrier. See Detail 3.
5. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
6. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
7. Either 6" x 8" or 5½" x 7½" wood blocks may be used at posts 1 through 8 as supplied by the manufacturer.
8. An object marker shall be installed on the front of the terminal as detailed on the D&OM(VIA).

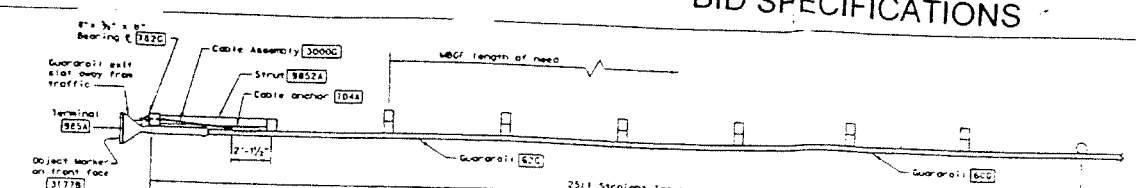
Texas Department of Transportation
Design Division (Roadway)

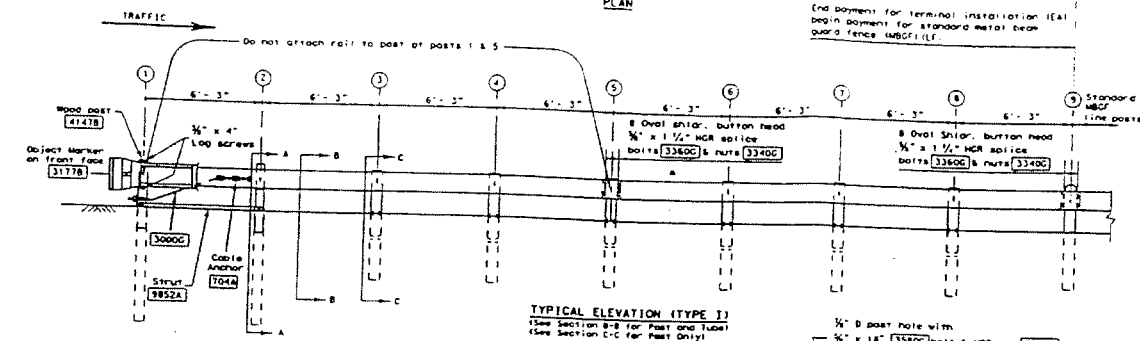
CRASH CUSHION ATTENUATING TERMINAL
(GUARDRAIL)
CATGR(2)-97

Sheet 2 of 2

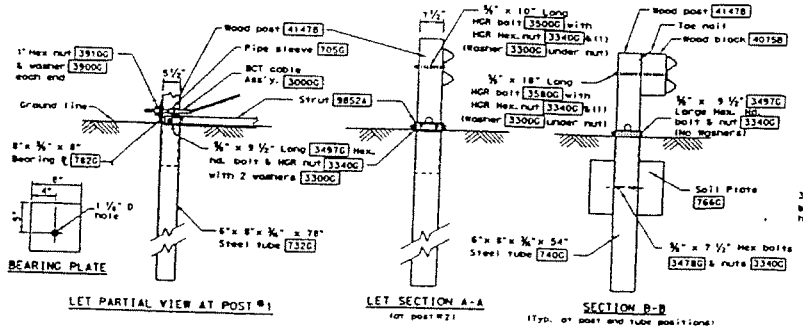
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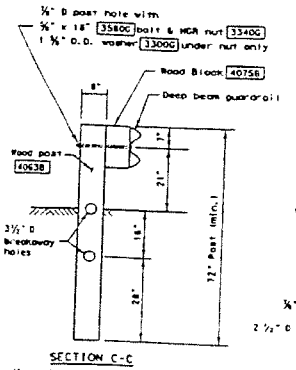
BID SPECIFICATIONS

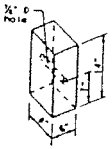


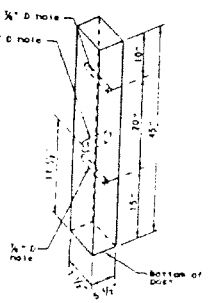


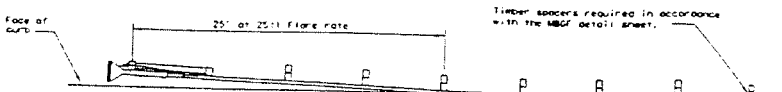
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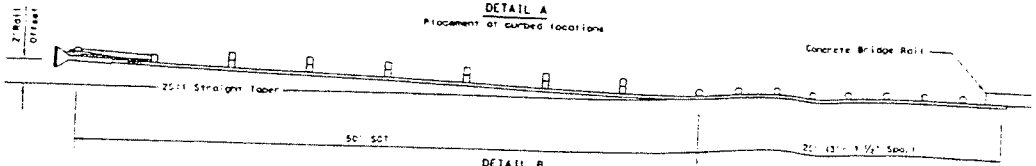












Type I Posts 1 thru 5
Type II Posts 1 thru 5 6
Type III Posts 1 thru 5 6 6A

All measurements should be taken from bottom of posts.

R = Radius
D = Diameter

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube	Post Only
Type I Posts 1 thru 5	Posts 1 thru 5
Type II Posts 1 thru 5 6	Posts 1 thru 6
Type III Posts 1 thru 5 6 6A	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&M(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent arriving lane.

BILL OF MATERIAL

Code #	LET-2000 Type I Qty.	LET-2000 Type II Qty.	LET-2000 Type III Qty.	ET-2000 Type II Qty.	ET-2000 Type III Qty.	DESCRIPTION
62C	1	1	1	1	1	#1 Deep Beam Guardrail (12 Gal at 25')
60C	1	1	1	1	1	#2 Deep Beam Guardrail (12 Gal at 25')
732C	2	2	2	-	-	Steel Tube - 6"x 8"x 78"x 3/16"
740C	0	2	6	4	8	Steel Tube - 6"x 8"x 54"x 3/16"
766C	0	2	6	4	8	Soil Plate - 18"x 24"x 1/4"
4147B	2	4	8	4	8	Wood Posts - 5 1/2" x 7 1/2" x 45"
4063B	6	4	0	4	0	Wood CRT Posts - 8"x 8"x 72"
4075B	6	6	6	7	7	Wood Block - 8"x 8"x 14"
705C	1	1	1	1	1	Pipe Sleeve - 2" std. pipe x 5 1/2"
782C	1	1	1	1	1	Bearing Plate - 8"x 8"x 3/8"
704A	1	1	1	1	1	Cable Anchor
3000C	1	1	1	1	1	Cable Assembly (3/8" x 78")
9852A	1	1	1	-	-	Inline Strut
9918A	-	-	-	1	1	Offset Strut
985A	1	1	1	1	1	ET-2000 Guardrail Terminal
HARDWARE						
3497C	2	4	8	4	8	3/8" x 9 1/2" Hex Hd. Bolt (Top of Tubes)
3300C	11	11	11	11	11	3/8" Washers
3478G	2	4	8	8	16	3/4" x 7 1/2" Hex Bolt
3500C	1	1	1	-	-	3/4" x 10" Post Bolt (Post 2 of LET)
3580C	6	6	6	7	7	3/4" x 18" HGR Post Bolt (posts 3 thru 6)
3360C	16	16	16	16	16	3/8" x 1 1/4" HGR Splice Bolt
3340C	27	31	39	35	47	3/8" HGR Nut (16 ea. T-posts, 2 strut, 2 each at tube 3 thru 6)
4278C	2	2	2	2	2	3/8" x 4" Lag Screw
3910C	2	2	2	2	2	1" Hex Nut (Anchor Cable)
3900C	2	2	2	2	2	1" Washer (Anchor Cable)
31778	1	1	1	1	1	Object Marker (18" x 18")

Texas Department of Transportation
Design Division (Roadway)

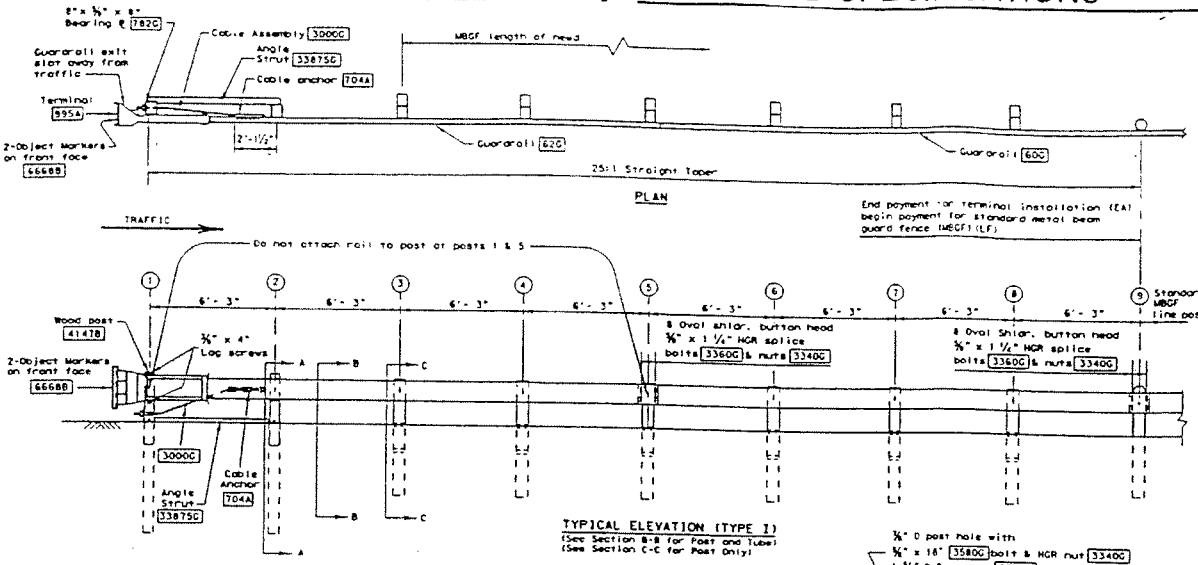
SINGLE GUARDRAIL TERMINAL
(LET-2000 & ET-2000)

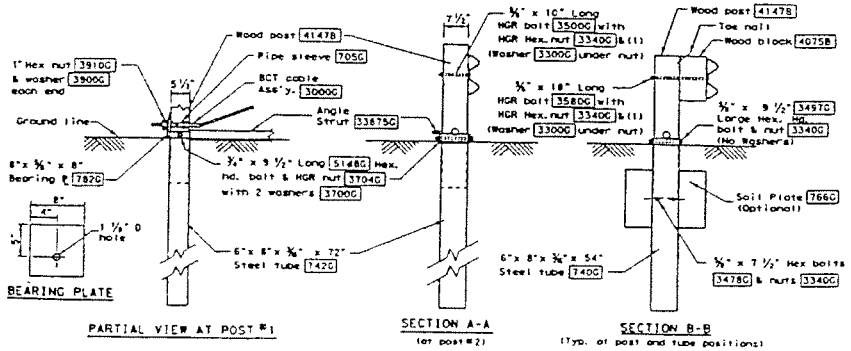
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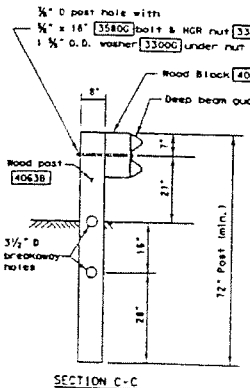
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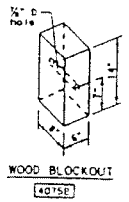
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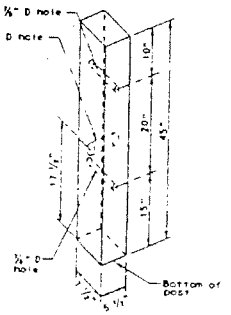
BID SPECIFICATIONS





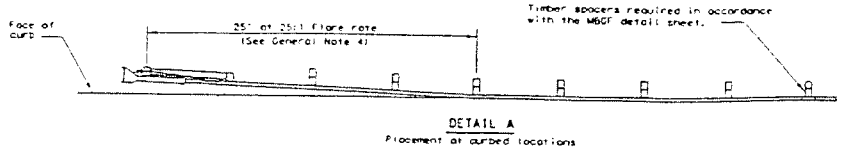


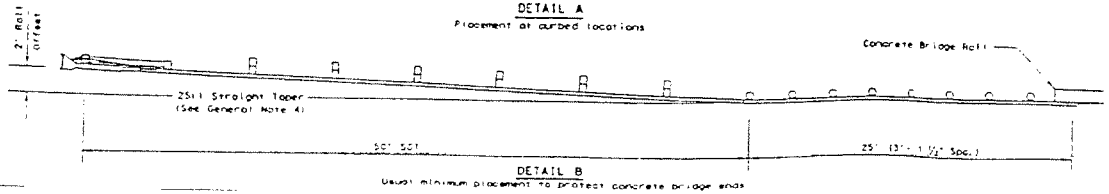




All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS		
Type I	Posts	① thru ⑤
Type II	Posts	④ thru ⑤
Type III	Posts	① thru ⑥





GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options			Post Only	
Type I	Posts ①	thru ⑤	Posts ⑤	thru ⑥
Type II	Posts ④	thru ⑤	Posts ⑥	thru ⑥
Type III	Posts ①	thru ⑥	None	

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&M(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion edge of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	Post & Tube Options Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
620	1	1	1	#1 Deep Beam Guardrail (12 Ga) at 25'
600	1	1	1	#2 Deep Beam Guardrail (12 Ga) at 25'
742G	2	2	2	Steel Tube - 6"x 8"x 72"x ⅜"
740G	0	2	6	Steel Tube - 6"x 8"x 54"x ⅜"
766G	0	2	6	Soil Plate - 18"x 24"x ⅛" - Optional
4147B	2	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
4063B	6	4	0	Wood CRT Posts - 6"x 8"x 72"
4075B	6	6	6	Wood Block - 6"x 8"x 14"
705G	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782G	1	1	1	Bearing Plate - 8"x 8"x ⅜"
704A	1	1	1	Cable Anchor
3000G	1	1	1	Cable Assembly (¾" x 78")
33875G	1	1	1	Angle Strut
995A	1	1	1	ET-2000 Plus Guardrail Terminal
HARDWARE				
5148G	2	2	2	¾" x 9 ½" Hex Hd (Top of tubes 1&2) A325
3300G	7	7	7	⅝" Washers
3478G	2	14	14	⅝" x 7 ½" Hex Bolt
3500G	1	1	1	⅝" x 10" Post Bolt (Post 2 of LET)
3580G	6	6	6	⅝" x 18" HGR Post Bolt (posts (2) thru (8))
3360G	16	16	16	⅝" x 1 ¼" HGR Splice Bolt
3340G	25	43	42	⅝" HGR Nut (16-spl, 7-posts, 2 each at tube (3) thru (6))
4228G	2	2	2	⅜" x 4" Lag Screw
3910G	2	2	2	1" Hex Nut (Anchor Cable)
3900G	2	2	2	1" Washer (Anchor Cable)
666BB	2	2	2	Object Marker (12" x 12")
3700G	4	4	4	¾" Washer
3704G	2	2	2	¾" Heavy Hex Nut
3497G	0	6	6	¾" x 9 ½" Hex Hd (Top of tubes 3-8) A307

R = Radius
D = Diameter

Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT(7)-01

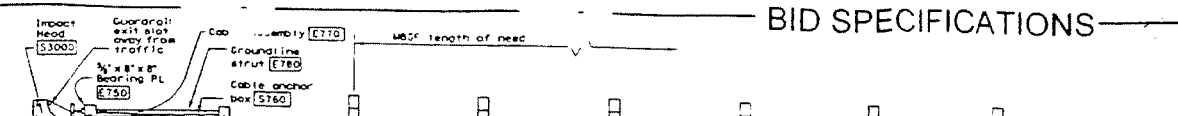
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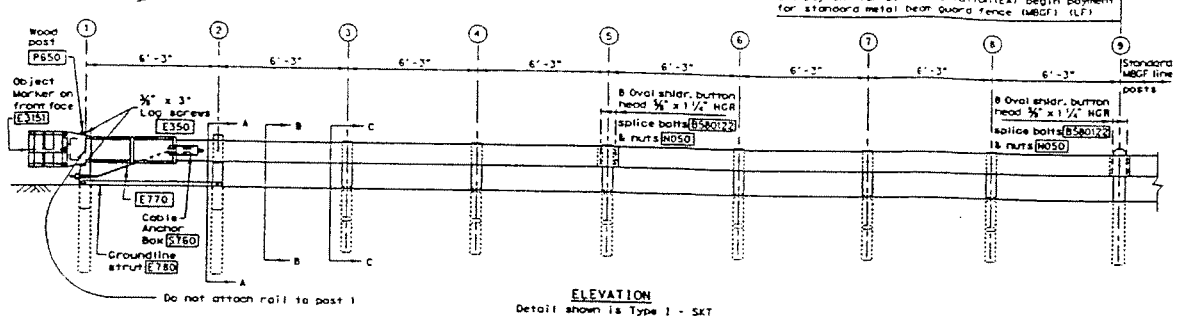
CONT | SECT | JOB | HIGHWAY

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BID SPECIFICATIONS

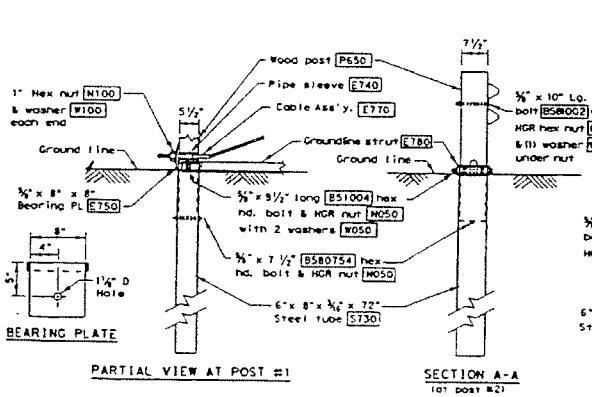


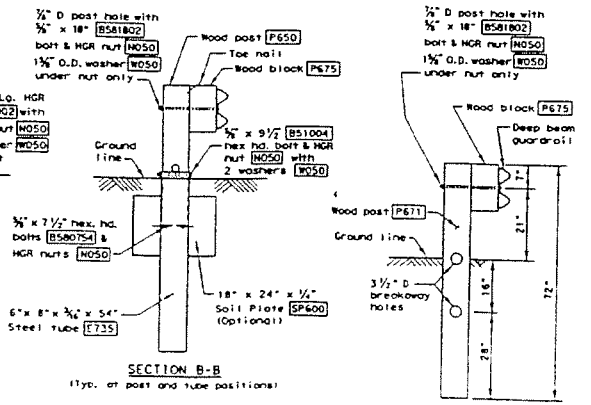
PLAN

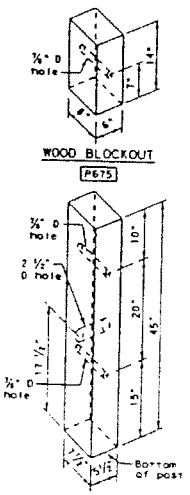


ELEVATION

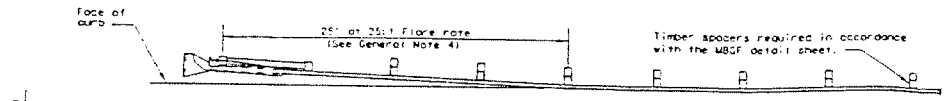
Detail shown is Type 1 - SKT





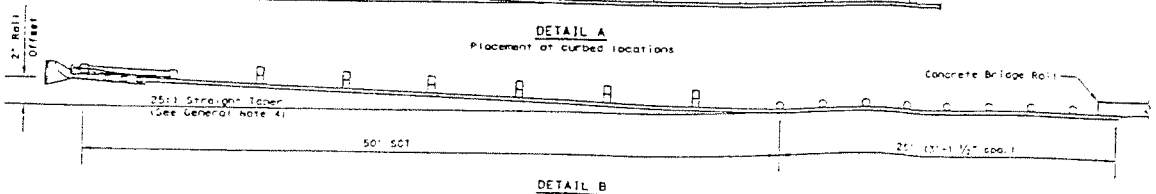


All measurements should be taken from bottom of posts.



DETAIL A

Placement at curbed locations



DETAIL B

Usual minimum placement to protect concrete bridge ends

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options	Post Only
Type I Posts ① thru ⑦	Posts ① thru ⑧
Type II Posts ① thru ④	Posts ⑤ thru ⑧
Type III Posts ① thru ⑧	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 foot of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches into the rock may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be field cut to not less than 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&M(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet side of the end treatment and any adjacent driving lane.

POST & TUBE OPTIONS
Type I - post ① thru ⑦
Type II - post ① thru ④
Type III - post ① thru ⑧

BILL OF MATERIAL

Code #	POST & TUBE OPTIONS Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
S1305	1	1	1	#1 Deep Beam Guardrail (12 Ga.)
G1205	1	1	1	#2 Deep Beam Guardrail (12 Ga.)
S730	2	2	2	Steel Tube - 6" x 8" x 5/16" x 72"
E735	0	2	6	Steel Tube - 6" x 8" x 5/16" x 54"
SP600	0	2	6	Soil Plate - 18" x 24" x 1/4" - Optional
P650	2	4	8	Wood Posts - 5 1/2" x 7 1/2" x 45"
P671	6	4	0	Wood CRT Posts - 6" x 8" x 72"
P675	6	6	6	Wood Blockouts - 6" x 8" x 14"
E740	1	1	1	Pipe Sleeve - 2" Std. Pipe x 5 1/2"
E750	1	1	1	Bearing Plate - 3/8" x 8" x 8"
S760	1	1	1	Cable Anchor Box
E770	1	1	1	Cable Assembly
E780	1	1	1	Groundline Strut
S3000	1	1	1	Impact Head
HARDWARE				
B580754	2	6	14	3/8" x 7 1/2" Hex Hd. Bolt
B51004	2	4	8	3/8" x 9 1/2" Hex Hd. Bolt (Top of Tubes)
W050	11	15	23	3/8" Washers
B581002	1	1	1	3/8" x 10" HGR Post Bolt (Post 2)
B580122	16	16	16	5/8" x 1 1/4" HGR Splice Bolt
B581802	6	6	6	5/8" x 18" HGR Post Bolt (Posts ③ thru ⑧)
N050	27	33	45	5/8" HGR Nut (16-Spl, 7-Posts, 2-Strut, 2 ea. at Tube ① thru ⑧)
E350	2	2	2	3/8" x 3" Lag Screw
N100	2	2	2	1" Hex Nut (Anchor Cable)
W100	2	2	2	1" Washer (Anchor Cable)
SB58A	8	8	8	Cable Anchor Box Shoulder Bolts
N055A	8	8	8	1/2" A325 Structural Nut
W050A	16	16	16	1/2" A325 Structural Washer
E3151	1	1	1	Object Marker - (18" x 18")

Texas Department of Transportation
Design Division (Roadway)

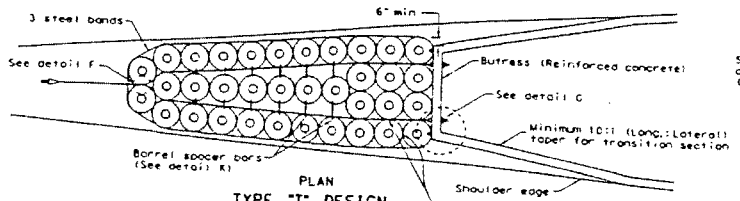
SINGLE GUARDRAIL TERMINAL
(SKT 350)

SGT(8)-01 Pg. 8

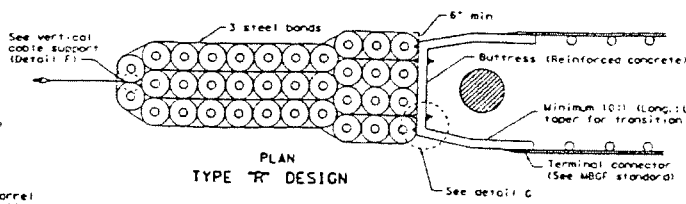
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① TxDOT July 200		DIST	PRO	REC	FEDERAL AID PROJECT	SHEET
REVISIONS		6				
		DIST	COUNTY	SECT	JOB	HIGHWAY

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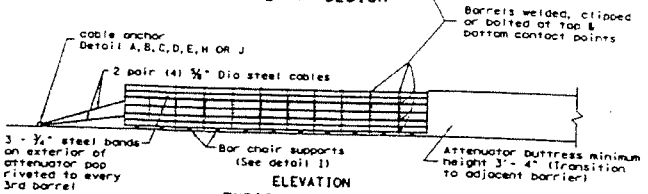
BID SPECIFICATIONS



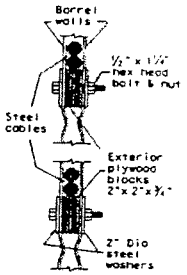
PLAN
TYPE "T" DESIGN



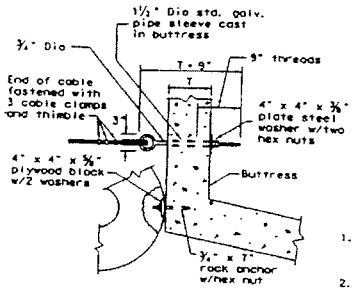
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TYPE "R" DESIGN



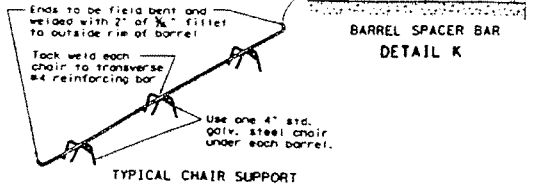
ELEVATION
TYPICAL VIA LAYOUT



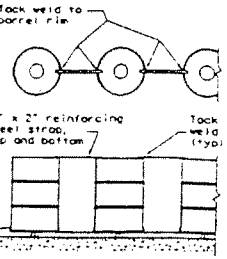
VERTICAL CABLE SUPPORT
DETAIL F



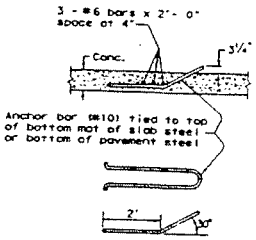
EYE BOLT DETAIL
DETAIL G



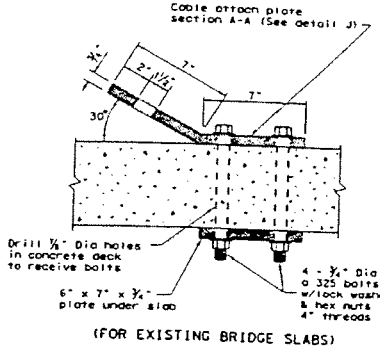
TYPICAL CHAIR SUPPORT
DETAIL I



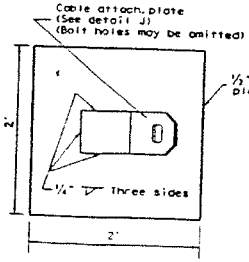
BARREL SPACER BAR
DETAIL K

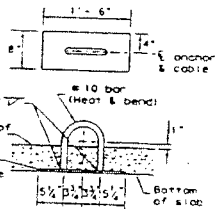


(BRIDGE SLABS OR CONCRETE SHOULDERS)
DETAIL A

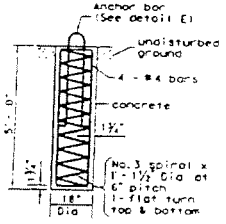


(FOR EXISTING BRIDGE SLABS)
DETAIL D

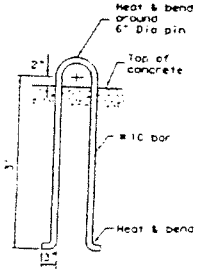




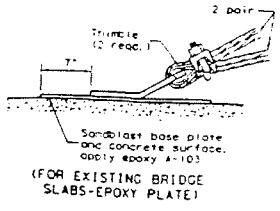
(NEW BRIDGE SLABS)
DETAIL B



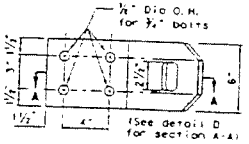
(FOR ROADWAY & ROADSIDE)
DETAIL C



(ANCHOR BAR)
DETAIL E



(FOR EXISTING BRIDGE SLABS-EPOXY PLATE)
DETAIL H



CABLE ATTACHMENT PLATE (TOP VIEW)
DETAIL J

GENERAL NOTES

1. All cable fittings, anchor bars, bolts, nuts, washers and miscellaneous hardware shall be galvanized. Steel cables may be furnished black, unless otherwise specified. Nuts and bolts shall be in accordance with ASTM-A325.
2. Steel cable furnished shall be at least ⅝ inch in diameter and shall have a minimum breaking strength of 20 tons. Cable should be tensioned as directed by the Engineer.
3. Steel barrels will be interconnected at the top and bottom at all points of contact by bolting, clipping or welding as directed by the Engineer. Where adjacent barrels are not in contact, spacer bars shall be provided and attached to the tops and bottoms of the barrels.
4. Barrel crush strength is determined by hole cut-outs size in top and bottom of each barrel. Barrels with 20 gauge tops and bottoms shall be supplied with 7 inch diameter holes on top and bottom. Where used paint barrels are provided, hole size shall be 13 ½ inches in top and bottom for both tight and loose headed drums. Rim clamps on loose headed drums shall be discarded and lids welded to rims with eight equally spaced one inch beads. Unless otherwise specified, barrels need not be galvanized and thin layers of paint residue in paint barrels need not be removed. Unless shown elsewhere in plans, barrel exteriors are to be painted. All rusty areas are to be wire-brushed to remove all rust and prime coated with 2.0 mils minimum of commercial primer. After prime coat is thoroughly dry, all exterior surfaces shall be painted with a minimum dry film thickness of 5.0 mils of commercial gloss enamel, white in color unless otherwise specified. When the barrel is required to be reflectorized, the refectorization shall be achieved as shown elsewhere in the plans.
5. Concrete for the installation shall be Class A or Class C concrete. Steel bars used in anchors shall be Grade 60 ASTM A615, and exposed bars shall be galvanized after required field bearing and bending.

CABLE ANCHORS

Texas Department of Transportation
Design Division (Roadway)

VEHICLE IMPACT ATTENUATOR

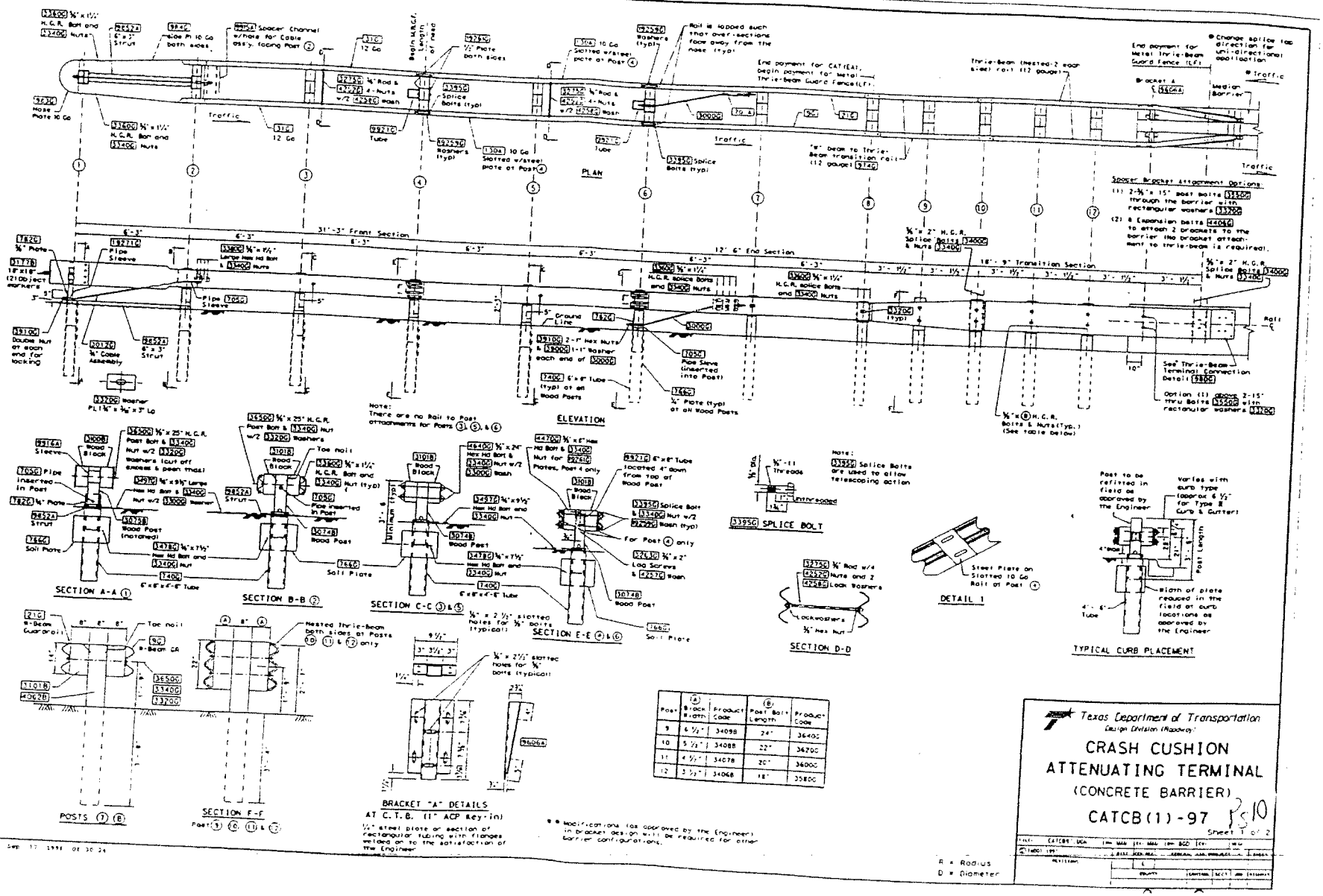
CRASH CUSHION DETAILS

VIA(CCD)-95

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BID SPECIFICATIONS



Post	(A) Block Width	Product Code	(B) Post Bolt Length	Product Code
9	6 1/2"	34098	24"	36400
10	5 1/2"	34088	22"	36700
11	4 1/2"	34078	20"	36000
12	3 1/2"	34068	18"	35800

* * Modifications (as approved by the Engineer) in bracket design will be required for other barrier configurations.

R = Radius
D = Diameter

BID SPECIFICATIONS

CATCB FRONT SECTION (POSTS 1 THRU 6)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate (10 Ga)
984G	2	Side Plate (10 Ga)
31G	2	"W" Beam 12 Ga x 13'-6 1/2"
130A	2	"W" Beam 10 Ga x 13'-6 1/2"
9852A	1	Channel Strut x 6'-6"
740G	6	Steel Foundation Tube
766G	6	Soil Plate 18" x 24"
3075B	1	Wood Post 5 1/2" x 7 1/2" (Notched) (Post 1)
3074B	5	Wood Post 5 1/2" x 7 1/2" (Post 2-6)
3100B	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
3101B	10	Wood Block 5 1/2" x 7 1/2" (Post 2-6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921G	2	Steel Tube (Posts 4 & 6)
19271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
19261G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (Posts 1 to 2)
3275G	2	3/4" Restraint Rod (Post 3 & 5)
19259G	32	Plate Washer (Posts 4 & 6)

HARDWARE

3263G	4	5/8" x 2" Lg Lag Screw
4252G	8	5/8" Hex Nut
4258G	4	5/8" Lock Washer
4257G	4	5/8" Flat Washer
3320G	4	Rectangular Washer
3395G	32	5/8" x 1 1/4" H.H. Splice Bolt
3650G	2	7/8" x 25" Lg H.G.R. Bolt
4640G	8	5/8" x 24" Lg H.H. Bolt
3478G	13	5/8" x 7 1/2" Lg H.H. Bolt
3380G	8	5/8" x 1 1/2" Lg H.H. Bolt
3360G	16	5/8" x 1 1/4" Lg H.G.R. Bolt
3240G	85	5/8" H.G.R. Nut
3300G	8	5/8" Flat Washer
3497G	6	1/2" x 9 1/2" Lg H.H. Bolt
3910G	4	1" Hex Nut
3900G	2	1" Flat Washer

CATCB GUARDRAIL TERMINAL END SECTION (POSTS 7 & 8)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 1/2" x 7 1/2" x 6'
3101B	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate
705G	1	Pipe Sleve
3000G	1	Cable Assembly
3320G	2	Rectangular Washer

HARDWARE

3360G	24	5/8" x 1 1/4" H.G.R. Splice Bolt
3400G	4	5/8" x 25" H.G.R. Post Bolt
3380G	8	5/8" x 1 1/2" Hex Hd Bolt
3240G	28	5/8" H.G.R. Nut
3300G	8	5/8" Washer
3910G	4	1" Hex Nut
3900G	2	1" Washer

CATCB TRANSITION SECTION (POST 9 THRU END SHOE)

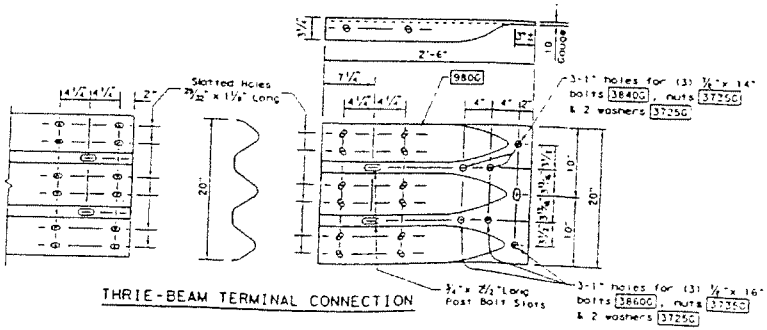
BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
21IG	4	Thrie beam 12'-6" (12 Ga)
974G	2	Trans panel 6'-3" (12 Ga)
980G	2	Special Thrie beam end shoe
3078B	3	Wood Post 6"x 8"x 6', (Posts11&12)
3320G	20	Rectangular Washer
3340G	62	5/8" H.G.R. Nut
3400G	52	7/8" x 2" Splice Bolt
3406B	2	22 1/2" Block 6"x 3 1/2" (Post 12)
3407B	2	22 1/2" Block 6"x 4 1/2" (Post 11)
3408B	2	22 1/2" Block 6"x 5 1/2" (Post 10)
3409B	2	22 1/2" Block 6"x 6 1/2" (Post 9)
3412B	1	Wood Post 6"x 8"x 6', (Posts 9)
3560G	2	7/8" x 16" Bolt
4406G	8	1/2" x 3 3/4" Expansion Bolts w/Nuts
3580G	2	7/8" x 18" Post Bolt (Post 12)
3600G	2	7/8" x 20" Post Bolt (Post 11)
3620G	2	7/8" x 22" Post Bolt (Post 10)
3640G	2	7/8" x 24" Post Bolt (Post 9)
3725G	12	1/2" Washer (End Shoe Bolts)
3735G	6	1/2" Hex Nuts (End Shoe Bolts)
3840G	3	1/2" x 14" Hex Bolt (End Shoe)
3860G	3	1/2" x 16" Hex Bolt (End Shoe)
9606A	2	Spacer Bracket
Delineation		
3177B	2	Object Marker 18"x 18" (Cut to fit)
Optional Hardware for Single Slope Barrier-42"		
3640G	2	7/8" x 24" Bolt
4896G	6	1" x 24" Hex Bolt (End Shoe)

* Expansion or through bolts may be used with optional bracket installation.

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
5. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
6. Either 6"- 8" or 5 1/2"x 7 1/2" wood blocks may be used at posts 1 thru 8 as supplied by the manufacturer.
7. Object markers shall be installed on the front of the terminal as detailed on the D&OM(VIA).



THRIE-BEAM TERMINAL CONNECTION

Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(2)-97

P311

Sheet 2 of 2

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MEMORANDUM

TO: Precinct № 1 Commissioner Sylvia Handy

Attn: Noe Montez, Budget Manager

From : Yolanda Velasquez, Buyer

Date: February 18, 2009

RE: Request Recommendation for RFB 2009-009-02-18-YZV

"New & Used Guard Rail Beam Materials & Installation"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Page and Bid Tabulation Sheet on the above mentioned project.

Please indicate below if you DO or DO Not recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to 292-7612 or emailed to: **yolanda.velasquez.co.hidalgo.tx.us** by 1:30 p.m. , Friday, February 20, 2009.

Do recommend accepting response	☑	Do not recommend accepting of response	☐

Recommendations/Concerns: RECOMMEND AWARD TO SOLE BID MEETING ALL SPECS

Please include the account number(s) for the above mentioned project.

Budget Acct №: 9-1201-431-03-121-005-0-433

Should you have any questions, or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

MEMORANDUM

TO: Precinct № 2 Commissioner Hector "Tito" Palacios

Attn: Yoli Cisneros, Administrative Assistant II

From : Yolanda Velasquez, Buyer

Date: February 18, 2009

RE: Request Recommendation for RFB 2009-009-02-18-YZV

"New & Used Guard Rail Beam Materials & Installation"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Page and Bid Tabulation Sheet on the above mentioned project.

Please indicate below if you DO or DO Not recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to 292-7612 or emailed to: yolanda.velasquez.co.hidalgo.tx.us by 1:30 p.m., Friday, February 20, 2009.

Do recommend accepting response	☒	Do not recommend accepting of response	☐

Recommendations/Concerns: O.K. R. Cuellar Pct #2

Please include the account number(s) for the above mentioned project.

Budget Acct №: 9-1202-431-00-72 Mle-0-673

Should you have any questions, or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

MEMORANDUM

TO: Precinct № 3 Commissioner Joe Flores

Attn: Norma Ceballos, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: February 18, 2009

RE: Request Recommendation for RFB 2009-009-02-18-YZV

"New & Used Guard Rail Beam Materials & Installation"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Page and Bid Tabulation Sheet on the above mentioned project.

Please indicate below if you DO or DO Not recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to 292-7612 or emailed to: yolanda.velasquez.co.hidalgo.tx.us by 1:30 p.m., Friday, February 20, 2009.

Do recommend accepting response	☐	Do not recommend accepting of response	☐

Recommendations/Concerns: _____

_____

_____

Please include the account number(s) for the above mentioned project.

Budget Acct №: _____

Should you have any questions, or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

MEMORANDUM

TO: Precinct № 4 Commissioner Oscar Garza

Attn: Gloria Beltran, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: February 18, 2009

RE: Request Recommendation for RFB 2009-009-02-18-YZV

"New & Used Guard Rail Beam Materials & Installation"

FEB 24 2009 3:22 PM

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Page and Bid Tabulation Sheet on the above mentioned project.

Please indicate below if you DO or DO Not recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to 292-7612 or emailed to: **yolanda.velasquez.co.hidalgo.tx.us** by 1:30 p.m. , Friday, February 20, 2009.

Do recommend accepting response	☑	Do not recommend accepting of response	☐

Recommendations/Concerns: Guerra Construction Co.

Pct #4 Oscar L. Garza JR

Please include the account number(s) for the above mentioned project.

Budget Acct №: 9-1204-431-00-124-0070-679

Should you have any questions, or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Rec'd 2/24/09 @ 3:42 pm

AI-14097 **22.A.11.**

Agenda Protocols/Purchasing Department Items
CC REGULAR

Date:	03/03/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for puchase on weekly agendas (consent or regular) of the following:

A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,
B. Limits by amount of purchase:
a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,
b) Other combinations/thresholds
C. No placement of requests for payment of invoices (consent or regular from contracts unless specificed in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);
D. Other items

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Changing of agenda protocol does not require funding at this time. Funding is identified at time purchases are made by user departments and a PO is generated and monies are encumbered, accordingly.

Attachments

Link: Authorized COOP Vendors List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/25/2009 04:43 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 07:35 AM	APRV

3	Ivan Cantu	Ivan Cantu	02/26/2009 02:11 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marty Salazar

Started On: 02/18/2009 01:20 PM

Final Approval Date: 02/27/2009

AUTHORIZED TO PURCHASE
CO-OP VENDORS LIST
Expiring 12/31/09

Texas Association of School Boards Cooperative
TASB-Buyboard

CC Approval	Vendor's Name	Contract Description	Contract #
11/18/08	Corporate Express	Office Supplies & Equipment	254-06
11/18/08	Staples	Office Supplies & Equipment	254-06
11/18/08	Southern Tire Mart	Tires, Tubes & Auto Products	239-05
11/18/08	O'Reilly Auto Parts	Tires, Tubes & Auto Products	239-05
11/18/08	Burton Auto Supply	Tires, Tubes & Auto Products	239-05
11/18/08	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
11/18/08	MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
11/18/08	Gulf Coast Paper	Custodial Supplies & Equipment	291-08
11/18/08	Superior Alarms	Supplemental Technology Prod. Software & Supplies	289-08
12/02/08	Carrier Corporation	HVAC Equip. & Supplies & Insulation	305-08
12/02/08	Audio Visual Aids	Audio Visual Equip. & Supplies	242-06
12/02/08	Moore Medical LLC	First Aid Supplies & Equipment	294-08
12/02/08	SGS Industrial DBA Sea Garden Sales	Public Safety & Fire house Supplies & Equip	284-08
01/20/09	Godwin Pumps of America, Inc.	Water & Wastewater Pumps & Motor	267-07
01/20/09	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
01/20/09	Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
01/28/09	Commercial Security Integration	Radio Communication Products	285-08
01/28/09	The PlayWell Group	Parks & Recreation & Field Lighting Products & Installation	269-07
02/24/09	Safeguard Universal	Awards, Trophies & Personal Recognition	266-07

AUTHORIZED TO PURCHASE
CO-OP VENDORS LIST
Expiring 12/31/09

Texas Procurement and Support Services
TXMAS

CC Approval	Vendor's Name	Contract Description	Contract #
11/18/08	The Hon c/o Corporate Express	Office Furniture	3-711090-22
11/18/08	Global Industries, Inc. c/o Corporate Express	Office Furniture	3-7111010-31
11/18/08	Mayline Company c/o Corporate Express	Office Furniture	4-7110330-26
11/18/08	Kimball International c/o Corporate Express	Office Furniture	3-711060-14
11/18/08	The Hon c/o Jones & Cook	Office Furniture	3-711090-11
11/18/08	Global Industries, Inc. c/o Jones & Cook	Office Furniture	3-7111010-32
11/18/08	Mayline Company c/o Jones & Cook	Office Furniture	4-7110330-29
11/18/08	Kimball International c/o Jones & Cook	Office Furniture	3-711060-28
11/18/08	Southern Tire Mart-Alamo, LLC---Michelin	Tires	7-261010-92
11/18/08	Southern Tire Mart, LLC---Bridgestone	Tires	7-261020-27
11/18/08	GCR Tires Centers of Pharr, TX--Bridgestone	Tires	7-261020-55
11/18/08	MSC Industrial Supply Co.	Hardware	7-3-51V020
11/18/08	W. W. Grainger, Incorporated	Industrial, Janitorial Supplies	2-539030
11/18/08	The Sherwin Williams	Maintenance & Hardware	5-51V010
11/18/08	Acuity Specialty Prod. DBA Zep Manuf.	Janitorial Supplies	6-73080
01/20/09	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities	5-84070
02/03/09	Beta Technology, Inc.	Food Service, Hospitality, cleaning equipment & supplies, chemicals & services	5-73050

AUTHORIZED TO PURCHASE
CO-OP VENDORS LIST
Expiring 12/31/09

US Communities

CC Approval	Vendor's Name	Contract Description	Contract Number
11/25/08	The Home Depot	Maintenance/Hardware Supplies	#05091
11/25/08	Hagemeyer	Homeland Security and Public Safety	#RQ06-814063-10A
11/25/08	Tech Depot	Technology Products and Solutions	#RQ03-605674-16A
12/16/08	AutoZone	Auto Parts & Accessories	0601343

AUTHORIZED TO PURCHASE
CO-OP VENDORS LIST
Expiring 12/31/09

Department of Information Resources
DIR

CC Approval	Vendor's Name	Contract Description	Contract #
11/25/08 " " " 2/17/09	Dell Marketing	Computers, Components, Peripherals & Software	DIR-SDD-192 DIR-SDD-251 DIR-SDD-600 DIR-SDD-568 DIR-SDD-890
12/02/08	DLT Solutions, Inc.	"	DIR-SDD-513
12/02/08 02/03/09 02/24/09	SHI Government, Inc.	"	DIR-SDD-198 DIR-SDD-223 DIR-SDD-294
12/16/08 12/16/08 02/24/09	CDW Government, Inc.	"	DIR-SDD-223 DIR-SDD-673 DIR-SDD-592
2/17/09	Hewlett Packard Co.	"	DIR-SDD-223

AUTHORIZED TO PURCHASE
CO-OP VENDORS LIST
Expiring 12/31/09

The Cooperative Purchasing Network
TCPN

CC Approval	Vendor's Name	Contract Description	Contract #
11/25/08	CDW	Computers, Components, Peripherals & Software	R-4713
11/25/08	M & A Technology	"	R-4721
11/25/08	Tech Depot	"	R-4716
11/25/08	Xerox	Xerox Supplies	R-4662

AI-14268 **22.B.1.**

Pct. 1-WA #5-Dos Land Surveying-C-08-225-09-09

CC REGULAR

Date:	03/03/2009
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 consideration, discussion, and approval of Work Authorization No. 5 in the amount of $ 770,000.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Complete Survey Services for Approximately 20 Miles of Drainage Ditch)within Hidalgo County Precinct No. 1.

BACKGROUND

WA#5-Dos Land Surveying-C-08-225-09-09-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-XXX-0-733

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

BUDGETARY IMPACT:

Pending Auditors to assign a new program number.

Attachments

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:55 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:49 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/27/2009 04:15 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Letty Saenz Started On: 02/25/2009 05:02 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY

Professional Surveying Services
Contract # C-08-225-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Dos Land Surveying, LLC"**, professional surveyor of Weslaco, Texas, hereinafter called **"Surveyor"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide **COMPLETE SURVEY SERVICES FOR APPROXIMATELY 20 MILES OF DRAINAGE DITCH LOCATED IN HIDALGO COUNTY PRECINCT No. 1.**

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Surveyor*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$770,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 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 .

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. 5.

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 SURVEYOR:
Dos Land Surveying

_____
By: Eric C. Ybarra

THE OWNER:
Hidalgo County

_____
By: Juan D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Surveyor
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Surveying Hourly Rates
ATTACHMENT "E" - Fee Breakdown Schedule

Exhibit "A"

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Work Authorization No. 5

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work
(2) Payment for work performed by the Surveyor
(3) Provide any available relevant data on file concerning the project.

Exhibit "B"

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Work Authorization No. 5

SCOPE OF SERVICES TO BE PROVIDED BY SURVEYOR

(1) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as requested by the project.

Exhibit "C"

Work Schedule

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Work Authorization No. 5

The Surveyor shall provide the deliverables for this project as follows:

- 250 days from the date of written authorization to proceed.

Exhibit "D"

Surveyor's Hourly Rates

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Work Authorization No. 5

1. Reg. Public Land Surveyor	$168.00
2. Party Chief	$ 126.00
3. Survey Crew (2 person)	$ 117.97
4. Survey Technician	$ 68.20
5. CADD	$ 81.90

Exhibit "E"

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Fee Breakdown

Work Authorization No. 5

1. Right of Way Parcels (308 estimated parcels) @ $2,500.00 = $770,000.00

Total fee: $ 770,000.00

AI-14275 **22.B.2.**

Pct# 1 - Approval of Final Contracts for Bid No: 2008-320B-11-12-LRM-Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West

CC REGULAR

Date:	03/03/2009
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, acceptance and approval of a the final contracts (subject to legal review and approval as to form) with Closner Construction for Bid No. 2008-320B-11-12-LRM- "Culvert Crossing & Drainage Improvements Project-Mile 13 North & Mile 6 West" - Precinct No. 1, (as awarded by CC on 01/20/09).

BACKGROUND

Full Schematic Contracts W/Plans have been forwarded to legal counsel for review and approval as of 02/24/09. Item placed on agenda as per request from Precinct No. 1.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 9-1339-431-00-121-067-0-733

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

BUDGETARY IMPACT:

Funding pending approval of transfer AI#14303 CC 3/3/09. (transfer amount $453,229.00)

Attachments

Link: CONTRACT DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 06:02 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:52 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/27/2009 11:40 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Vangie Garcia Started On: 02/25/2009 05:31 PM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this 20TH day of JANUARY, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, CLOSNER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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:

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

Hereinafter called the project, for the sum of **FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE** Dollars and **ZERO** Cents **($453,229.00)** and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**200.00** for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: Jaime Closner President
Name of Firm: Closner Construction Co. LC
Address: 2809 W EXP 83
LA Feria TX 78559
Fed I.D. #/SS #: 74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9 day of February, 2009, by Jaime Closner (Title) Of and on behalf of Closner Construction Co LC (A corporation)

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp Nov. 10, 2010

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

BID FORM

2008-320B-11-12-LRM

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words		Unit Price In Figures	Total Extension In Figures
A1	1326	CY	7" Flexible Base (New) (TY D GR 3)	twenty three fifteen	Dollars Cents	$ 23.15	$ 30,696.90
A2	6821	SY	6" Lime Treated Subgrade (6% Lime)	five Seventy five	Dollars Cents	$ 5.75	$ 39,220.75
A3	934	CY	Salvage Caliche	one fifty	Dollars Cents	$ 1.50	$ 1,401.00
A4	1895	SY	Hydromulch Seeding	two fifty	Dollars Cents	$ 2.50	$ 4,737.50
A5	3	EA	Signs	four hundred twenty five Zero	Dollars Cents	$ 425.00	$ 1,275.00
A6	1	LS	Traffic Control	three thousand Seven Hundred Zero 	Cents Cents	3,700.00	3,700.00
A7	300	CY	Gavel Bedding	thirty Six Zero	Dollars Cents	$ 36.00	$ 10,800.00
A8	596	CY	Cement Stabilized Sand	forty eight Zero 	Dollars Cents Cents	48.00	28,608.00
A9	1478	CY	Select Backfill	eleven forty five	Dollars Cents	11.45	16,923.10

Roadway Subtotal	$ 137,362.25

STORM WATER IMPROVEMENTS

B1	142	LF	30" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred twelve Dollars Eighty five Cents	$ 112.85	$ 16,024.70
B2	70	LF	36" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred thirty five Dollars twenty two Cents	$ 135.22	$ 9,465.40
B3	126	LF	60" Polymer Coated Corrugated Metal (M246)	two Hundred Eight Dollars fifteen Cents	$ 208.15	$ 26,226.90
B4	826	LF	24" A.D.S. Pipe	thirty three Dollars zero Cents	33.00	27,258.00
B5	47	LF	30" A.D.S. Pipe	forty five Dollars twenty five Cents	$ 45.25	$ 2,126.75
B6	10	LF	18" R.C.P.	twenty nine Dollars zero Cents	$ 29.00	$ 290.00
B7	7	EA	2'x3' Road & Hwy. Structure	One thousand Seven Hundred Fifty dollars zero Cents	$ 1,750.00	$ 12,250.00
B8	3	EA	Concrete Headwall (24")	Nine Hundred Seventy five Dollars zero Cents	$ 975.00	$ 2,925.00
B9	1	EA	Concrete Collar (18")	Six Hundred twenty five Dollars zero Cents	$ 625.00	$ 625.00
B10	2	EA	24" Flap Gate Valve	two thousand three Hundred Dollars zero Cents	$ 2,300.00 ea	$ 4,600.00 ea
B11	1	EA	30" Flap Gate Valve	two thousand nine Hundred Dollars zero Cents	2,900.00	$ 2,900.00
B12	4240	LF	Silt Fence for Storm Water Pollution Prevention	two Dollars fifty Cents	$ 2.50	$ 10,600.00
B13	325	CY	Conc. Rip-Rap Slope Protection	three Hundred Dollars zero Cents	$ 300.00	$ 97,500.00
B14	1	LS	Trench Safety for Stormwater	ten thousand Dollars zero Cents	$ 10,000.00	$ 10,000.00
B15	900	LF	Channel Excavation for Regrading Ditch	thirty five Dollars zero Cents	$ 35.00	$ 31,500.00
B16	200	LF	RCP Demo & Removal	fifteen Dollars zero Cents	$ 15.00	$ 3,000.00
B17	575	LF	Exist. Fence Removal	six Dollars zero Cents	$ 6.00	$ 3,450.00
B18	75	LF	Exist. Fence Remove/Replace	twenty five Dollars zero Cents	$ 25.00	$ 1,875.00
B19	300	LF	Metal Beam Guard Fence	thirty seven Dollars fifty Cents	$ 37.50	$ 11,250.00

B20	1	LS	Bypass System	twenty thousand Dollars Zero Cents	$	20,000.00	$ 20,000.00
B21	2200	LF	Ditch Clearing	ten Dollars Zero Cents	$	10.00	$ 22,000.00

Drainage Subtotal	$ 315,866.75

Bid Total	$453,229.00

BIDDER/COMPANY NAME: Closner Construction Co LC

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Albert Closner

TITLE: Chief of Operations

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% TAB _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	12-8-08	Anel Rodriguez	#2	12-9-2008	Anel Rodriguez
#3	12-16-2008	Anel Rodriguez	#4	_____	_____

Respectfully submitted.

Closner Construction Co.
Name of Firm

By: _____ 12/16/08
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

2809 W. Expressway 83
Address

Laferia, Tx 78559

956-797-0785
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

AI-14257 **22.C.1.**

Requesting approval of Supplemental No. 3 for WA 9 from R. Gutierrez Engineering

CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 3 to Work Authorization No. 9 for current contract with R. Gutierrez Engineering for the South Tower Park to reflect a $950.00 increase to the total project estimated cost, bringing the total estimated project cost to $80,912.00 C-06-251-08-15

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:

Available balance is $768,654.33 as of 2/26/09.

Attachments

Link: Supplemental Agreement No 3 to WA 9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 08:45 AM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 10:07 AM	APRV
3	Dale Kennan	Dale Kennan	02/26/2009 11:42 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/25/2009 04:27 PM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 3
TO WORK AUTHORIZATION NO. 9
Contract No. C-06-251-08-15

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 9 to Contract No. C-06-251-08-15 ("Work Authorization No. 9"), on the 12th day of June 2007 to provide professional engineering services to Hidalgo County including the design and construction of South Tower Park, Hidalgo County, Texas, hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 9, the estimated cost for services under the Work Authorization are not to exceed $68,329.00, and

WHEREAS, in Supplemental Agreement No. 2 to Work Authorization No. 9, the estimated cost for services under the Work Authorization were revised to a not to exceed amount of $79,962.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $80,912.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 9, for Professional Engineering Services to be executed as of the ____ day of _____ 2009.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

R. Gutierrez Engineering Corporation

February 25, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Supplemental Agreement No. 3 to Work Authorization No. 9 – South Tower Park
ENG06.019i

Dear Commissioner Palacios:

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 3 to Work Authorization No. 9 of the 2006 Road & Bridge Contract. This supplemental agreement is to increase the amount payable by $950.00. This additional fee is for providing an easement description with metes and bounds for the underground electrical lines in the Park.

The work involves delineating the underground line that has several turning points and developing an easement description that follows the alignment of the underground line. The easement will commence at the AEP power poles and go across the park to the north and around the vehicle turnaround and around the soccer fields to allow for the installation of the electrical lines to provide service to the soccer field lights.

If this Supplemental Agreement No. 3 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-14267 **22.C.2.**

Requesting Approval of WA#3 for Millennium Engineers
CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a proposed fee of $11,020.00) for "Construction Materials Testing and Engineering Services for Tower Rd Draianage Improvements" with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Available balance is $15,000.00 as of 2/27/09.

Attachments

Link: WA 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:55 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:48 AM	APRV
3	Dale Kennan	Dale Kennan	02/27/2009 10:32 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/25/2009 05:00 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 3

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Testing and Engineering Services for Tower Road Drainage Improvements in Alamo, Texas.

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 **$11,020.00**
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. 3 shall be funded through funding source:
Account No. 9-1202-431-00-122-031-0-733
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.

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 2, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.** 3

HIDALGO COUNTY

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 _____, 2008.

THE ENGINEER:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
2/13/2009	09-20

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Standard Proctor	3	175.00	525.00
Field Density (Soils)	190	22.00	4,180.00
Vehicle Trip Charge	35	35.00	1,225.00
Engr. Technician	79	40.00	3,160.00
Test Report	35	30.00	1,050.00
Administration	9	40.00	360.00
Project Management & Coordination	8	65.00	520.00

We thank you for your prompt payment. Please remit to the above address.

Total $11,020.00

AI-14265 **22.C.3.**

Requesting Approval of WA#7 for R. Gutierrez Engineering Corp
CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 in the estimated amount of $6,000.00 for the "Construction of the Red Barn Subdivision Project" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 9 in the estimated amount of $7,200.00 for the "Topographic & Boundary Survey for an approx. 20 acre tract land and an approx. 10 acre tract of land located on Owassa Rd" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-734

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

BUDGETARY IMPACT:

Available balance is $34,000.00 as of 2/27/09 for WA#7.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-034-0-733

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

BUDGETARY IMPACT:

PO# 613776 has $282,036.60 available as of 2/27/09 for WA#9.

Attachments

Link: WA 7

Link: WA 9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:55 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:48 AM	APRV

3	Dale Kennan	Dale Kennan	02/27/2009 10:32 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal

Started On: 02/25/2009 04:53 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the Red Barn Subdivision project. A portion of this project is being constructed by County forces. The project is located on Raul Longoria Road, north of San Juan, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 not to exceed **$6,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 7 shall be funded through funding source:

Account No. 9-1202-431-00-122-006-0-734

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) 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 orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2009											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Red Barn Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 7

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate	FY 2009 Hourly Rate
Principal	$ 282.92/HR	$ 291.41/HR
Project Manager	$ 202.09/HR	$ 208.15/HR
Senior Engineer	$ 145.50/HR	$ 149.87/HR
Engineer/RPLS	$ 113.17/HR	$ 116.57/HR
Graduate Engineer	$ 97.00/HR	$ 99.91/HR
Senior Engineering Tech	$ 84.08/HR	$ 86.60/HR
CADD-Design Technician	$ 67.26/HR	$ 69.28/HR
Clerical	$ 61.44/HR	$ 63.28/HR
Survey Crew	$137.82/HR	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

R. Gutierrez Engineering Corporation

February 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 7 – Red Barn Subdivision – Construction Administration & Staking
Project No. ENG08.024g

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 7 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the Red Barn Subdivision BCAP project. The work consists of providing construction administration and construction staking services for the work to be performed by County forces.

If this Work Authorization No 7 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED
Yolie Jackson
FEB 12 09
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner,**" and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for a Topographic & Boundary Survey for an approximately 20-acre tract of land and an approximately 10-acre tract of land located on Owassa Road, north of Alamo, Texas.

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 included in **Exhibit D – Fee Estimate.** The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 9 shall be funded through funding source:

Account No. 9-1202-431-00-122-034-0-733

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 9

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 9

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

Topographic & Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

Topographic Surveying. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project.

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish vertical and horizontal control by setting a benchmark (BM) and tying it to a permanent BM monument with a known elevation. BM is to be set within the property adjacent to the Tower Road right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that is likely to be undisturbed by future construction.

2) Topography. Obtain a topographic information survey of the entire tract of land; provide location, 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, fences (including metal beam guard fence and turndowns), known utilities spotted by a utility locator service (type, owner, location, and depth if utility exposes underground facility), existing right of way lines, private property lines, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

Boundary Surveying

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 9

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Boundary and Topographic Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY (2 Tracts)	$2,400
BOUNDARY SURVEY (2 Tracts)	$4,800
TOTAL (Suveying Services Fee)	**$7,200**

R. Gutierrez Engineering Corporation

February 17, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 9 – El Jay Drainage Project Surveys
Project No. ENG08.024h

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 9 of the 2008 Road & Bridge Contract. This work authorization is for professional services associated with the El Jay Drainage project. The work consists of providing boundary and topographic survey of two tracts of land being acquired for the El Jay Drainage project.

If this Work Authorization No 9 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-14242 **22.D.1.**

Requesting Approval of Work Authoriziation No. 8 for L&G Engineering Lab. for Pct 3

CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 8 (with a estimated cost of $6,696.95) for "Construction Material Testing Services for Brushline Rd (7 Mile Line to 8 Mile Line)" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3. C-08-127-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Amount available as of 02/27/09; $89,409.58

Attachments

Link: WA 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:45 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:45 AM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 11:43 AM	APRV
4	Auditor's Office	Angela Garcia	02/27/2009 11:47 AM	APRV
5	Roland Garcia	Rolando Garcia	02/27/2009 11:48 AM	APRV

Form Started By: Rocio Villarreal Started On: 02/25/2009 02:24 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-127-04-22
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 Hidalgo County Pct. 3 – **Brushline Rd** ***(7 Mile Line to 8 Mile Line)***

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 **$6,696.95.** 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. 9-1203-431-00-133-005-0131
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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 08.

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:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Brushline Rd** ***(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3)

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 **Brushline Rd** ***(7 Mile Line to 8 Mile Line)*** **Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Brushline Rd *(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3)

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 **Brushline Rd *(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3).

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*: Brushline Rd *(7 Mile Line to 8 Mile Line)* Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-08-127-04-22.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Brushline Rd *(7 Mile Line to 8 Mile Line)***
Project in Hidalgo County Precinct No. Three (3).

(See Attached)

Attachment D
Brushline Road Rd (7 Mile Line to 8 Mile Line)(Approx. 5280 LF)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	6	Hrs.	$43.10	$258.60
Trip Charge	60	Mi.	$0.47	$28.20
Attorberg	2	Ea.	$71.80	$143.60
Moisture-Density Determ	2	Ea.	$185.50	$371.00
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$1,095.30**
Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	$43.10	$517.20
Trip Charge	120	Mi	$0.47	$56.40
Comp. Test	15	Ea.	$21.55	$323.25
Reports	5	Ea.	$21.25	$106.25
Eng. Spec.	2	Hrs.	$107.70	$215.40
Engineer	2	Hrs.	$143.70	$287.40
			Sub.	**$1,505.90**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.10	$129.30
Trip Charge	30	Mi.	$0.47	$14.10
Sieve Analysis	1	Ea.	$53.85	$53.85
Texas Wet Ball Mill	1	Ea.	$209.55	$209.55
Attorberg	1	Ea.	$71.80	$71.80
Moisture-Density Determ	1	Ea.	$185.50	$185.50
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$958.00**
Base Material Field Density Testing				
Tech Time	12	Hrs.	$43.10	$517.20
Trip Charge	120	Mi	$0.47	$56.40
Comp. Test	15	Ea.	$21.55	$323.25
Reports	5	Ea.	$21.25	$106.25
Eng. Spec.	2	Hrs.	$107.70	$215.40
Engineer	2	Hrs.	$143.70	$287.40
			Sub.	**$1,505.90**
Asphalt Testing-Field and Laboratory				
Tech Time	8	Hrs.	$55.05	$440.40
Trip Charge	90	Mi	$0.47	$42.30
Rolling Patterns	2	Ea.	$35.95	$71.90
Laboratory Molded (ga)	1	Pr.	$91.90	$91.90
%AC-Grad	1	Ea.	$209.50	$209.50
Rice Gravity (gr)	1	Ea.	$101.30	$101.30
Reports	3	Ea.	$21.25	$63.75
Asphalt Thickness	6	Ea.	$59.90	$359.40
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$1,631.85**

Total Estimated Material Testing Fees $6,696.95

AI-14273 **22.D.2.**

Amend and Restate Agreement for L & G

CC REGULAR

Date: 03/03/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval to Amend and Restate contract Agreement for Engineering Services, between Hidalgo County and L&G Engineering Laboratory, L.L.C. to include the Geotechnical Field Services Fee Schedule. C-08-127-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

Attachments

Link: Restated Agreement
Link: Original Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 08:27 AM	APRV
2	Rocio Villarreal	Rocio Villarreal	02/26/2009 09:02 AM	APRV
3	Purchasing Department	Marty Salazar	02/26/2009 05:59 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Elena Gomez Started On: 02/25/2009 05:25 PM

Final Approval Date: 02/27/2009

CONTRACT #: C-08-127-04-22

AMENDED AND RESTATED
CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN

COUNTY OF HIDALGO

and

L&G ENGINEERING LABORATORY, L.L.C.

PREPARED ON _____

For

GEOTECHNCIAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES FOR HIDALGO COUNTY PRECINCT No. 3

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDED AND RESTATED CONTRACT AGREEMENT
FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

This AMENDED AND RESTATED Contract Agreement for Geotechnical Engineering and Construction Materials Testing Services agreement is made on March 3, 2009 between Hidalgo County, and L & G Engineering Laboratory, L.L.C.

WHEREAS, Hidalgo County acting by and through County of Hidalgo, Pct # 3 and L & G Engineering Laboratory, L.L.C. entered into that certain Contract Agreement for Geotechnical Engineering and Construction Materials Testing Services (the "Agreement") dated April 11, 2008;

WHEREAS, the parties now find the need to amend the Agreement to further define the fee schedule for geotechnical services by including the Geotechnical Field Services rates and as such have agreed it is in the best interest of both parties to amend and restate the entire Agreement.

NOW THEREFORE, for and in consideration of the addition of the Geotechnical Field Services fee schedule and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo County and L & G Engineering Laboratory, L. L. C. hereby agree to the amendment of the Agreement to include the Geotechnical Field Services fee schedule on Attachment B to the Agreement and restate the Agreement to read as follows:

PART I – PARTIES AND SERVICES

This agreement is made on March 3, in the year 2009, between **County of Hidalgo, Pct #3**, hereinafter called the **Client**, and **L&G Engineering Laboratory, L.L.C.**, hereinafter called the **Laboratory**, for **Geotechnical and Construction Materials Testing Services**, hereinafter called the **Services**.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees, FY 2008 & 2009."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County Pct. #3 as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.3 Issue authorization "Attachment C" in writing, giving **Laboratory** free access to any project involved using the Services, and to all shops or yards or yards where materials are prepared and stored.

2.3 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.4 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.5 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or

intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with workproduced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

4.1 **Laboratory** shall secure and maintain throughout the full period of this **Agreement** Statutory Workmen's Compensation Coverage, Employee's Liability and Comprehensive General Liability Insurance Coverage. **Laboratory** will upon request, file certification of such Insurance coverage with the **Client** or its authorized representative.

4.2 **Omitted**

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee assigned to each **Work Authorization** in accordance with Article 2 Sec. 2.2 herein. For each **Work Authorization**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through an agreed **Work Authorization** document sampled in Attachment “C”, attached hereto and made part of this **Agreement**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for a period of one (1) year from the date this agreement is signed by all parties. Further, the **Client** reserves the right to extend this agreement for one (1) additional year, but solely after successfully negotiating prices for the concurrent year's contract. Upon failure to successfully negotiate prices as aforementioned, the **Client** may opt not to extend the contract for the additional one (1) year and may

proceed with solicitation of the contract for the ensuing year.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

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

LABORATORY:

_____
Jacinto Garza, P.E., President
L & G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, Texas 78570

Date: _____

CLIENT:

_____
Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

ATTACHMENT B

Geotechnical Field Services

Mobilization	$400.00 / Day
Stand-By Time	$175.00 / Hr.
Texas Cone Penetration Test (Tex-132)	$5.00/Ea.
Soil Boring / Solid Stem	$ 28.00 / Lf.
Soil Boring / Hollow Stem	$ 28.00 / Lf.
Soil Boring / Mud Rotary	$ 28.00 / Lf.
Support Truck	$ 1.50 / Mi.
Peizometer / Monitoring Well	By Quote

CONTRACT #: C-08-127-04-22

CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN

COUNTY OF HIDALGO

and

L&G ENGINEERING LABORATORY, L.L.C.

PREPARED ON April 11, 2008

For

GEOTECHNCIAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES FOR HIDALGO COUNTY PRECINCT No. 3

CONTRACT AGREEMENT

FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on April 11, in the year 2008, between **County of Hidalgo, Pct #3**, hereinafter called the **Client**, and **L&G Engineering Laboratory, L.L.C.**, hereinafter called the **Laboratory**, for **Geotechnical and Construction Materials Testing Services**, hereinafter called the **Services**.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees, FY 2008 & 2009."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County Pct. #3 as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBLILITES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Issue authorization "Attachment C" in writing, giving **Laboratory** free access to any project involved using the Services, and to all shops or yards or yards where materials are prepared and stored.

2.3 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.4 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.5 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations

contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent

Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

4.1 **Laboratory** shall secure and maintain throughout the full period of this **Agreement** Statutory Workmen's Compensation Coverage, Employee's Liability and Comprehensive General Liability Insurance Coverage. **Laboratory** will upon request, file certification of such Insurance coverage with the **Client** or its authorized representative.

4.2 **Omitted**

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee assigned to each **Work**

Authorization in accordance with Article 2 Sec. 2.2 herein. For each **Work Authorization**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through an agreed **Work Authorization** document sampled in Attachment "C", attached hereto and made part of this **Agreement**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for a period of one (1) year from the date this agreement is signed by all parties. Further, the **Client** reserves the right to extend this agreement for one (1) additional year, but solely after successfully negotiating prices for the concurrent year's contract. Upon failure to successfully negotiate prices as aforementioned, the **Client** may opt not to extend the contract for the additional one (1) year and may proceed with solicitation of the contract for the ensuing year.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

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

LABORATORY:

Jacinto Garza, P.E., President
L & G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, Texas 78570

Date: _____

CLIENT:

Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Date: _____

APPROVED AS TO FORM:

Atlas & Hall, LLP
By: _____

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

ATTACHMENT "A"
Scope of Services

PROJECT: R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 3 Project

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 3** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***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:

Geotechnical Engineering Services(Reports)

Geotechnical Drilling Services

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 3 Road and Bridge Projects**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Precinct No. 3 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Precinct No. 3 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 3** with Construction Materials Testing Services upon request. 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 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 **Hidalgo County Precinct No. 3**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 3** and all/other recipients as designated by the Precinct.

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 **Hidalgo County Precinct No. 3** 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"
L&G ENGINEERING LABORATORY, L.L.C.
SCHEDULE OF FEES FOR FY 2007-2008

Soils Testing

		FY 2008	FY 2009
Moisture Content Determination	ASTM D2216 - Tex-103-E	$9.25/Ea.	$9.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$46.45/Ea.	$47.90/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$46.45/Ea.	$47.90/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$69.65/Ea.	$71.80/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$58.10/Ea.	$59.90/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$58.10/Ea.	$59.90/Ea.
Lime Series Testing	Tex-112-E	$435.55/Ea.	$483.95/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$185.85/Ea.	$191.60/Ea.
Standard Proctor	ASTM D 698	$179.95/Ea.	$185.50/Ea.
Modified Proctor	ASTM D 1557	$185.80/Ea.	$191.55/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$20.90/Ea.	$21.55/Ea.
Determination of Soil pH	Tex-128-E	$75.50/Ea.	$77.85/Ea.
Soil-Lime Testing	Tex-121-E	$139.40/Ea.	$143.70/Ea.
Resistivity of Soils	Tex-129-E	$84.50/Ea.	$87.10/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$52.20/Ea.	$53.85/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$63.85/Ea.	$65.80/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$11.65/Ea.	$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$203.25/Ea.	$209.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$40.65/Ea.	$41.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$63.85/Ea.	$65.80/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$493.55/Ea.	$508.80/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$58.10/Ea.	$59.90/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$11.60/Ea.	*$11.95/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$63.85/Ea.	$65.80/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$69.65/Ea.	$71.80/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$40.65/Ea.	$41.90/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$13.95/Ea.	$14.40/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$75.50/Ea.	$77.85/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$20.85/Ea.	$21.50/Ea.
Air Content (Volumetric)	ASTM C 173	$23.20/Ea.	$23.92/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	**$no charge**
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$13.95/Ea.	$14.40/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.45/Ea.	$10.80/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	**$no charge**
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$29.05/Ea.	$29.95/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	**$no charge**
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$29.05/Ea.	$29.95/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$203.20/Ea.	$209.50/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$203.20/Ea.	$209.50/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2008**	**FY 2009**
Coring – ACP Thickness	ASTM D 3549	$58.10/Ea.	$59.90/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$77.30/Ea.	$79.70/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$63.85/Pr.	$65.80/Pr.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$203.25/Ea.	$209.50/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$34.85/Ea.	$35.95/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$75.50/Ea.	$77.85/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$435.45/Ea.	$448.90/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$139.40/Hr.	$143.70/Hr.
	Engineering Specialist	$104.50/Hr.	$1047.70/Hr.
	Technician (Soils)	$41.80/Hr.	$43.10/Hr.
	Technician (Concrete)	$53.40/Hr.	$55.05/Hr.
	Technician (Asphalt)	$53.40/Hr.	$55.05/Hr.

Engineering Review, Evaluation, Management & Administration

Test Report	$20.60/Ea.	$21.25/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.46/Mi	.47/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. 00

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 Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 Road & Bridge Projects.

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 $0000.00. 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.00 shall be funded through funding source:
Account No. 7-0000-000-00-000-000-0-000.
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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 00.

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 _____, 2008.

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 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

Client#: 11734 LGENGIN

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Travelers Indemnity	25682
INSURER C: Travelers Casualty & Surety Co	25658
INSURER D: Lloyd's of London	15792
INSURER E: Charter Oak Fire Insurance Company	25615

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP2543B748TLC07	07/19/07	07/19/08	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
E		AUTOMOBILE LIABILITY	BA3052L013	07/19/07	07/19/08	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	CUP7142Y40ATCT07	07/19/07	07/19/08	EACH OCCURRENCE	$1,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$1,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10000					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	IACRUB2574B516056	07/23/07	07/23/08	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
D		OTHER Professional	07LBLY099605	04/23/07	04/23/08	$2,000,000 Ea. Claim $2,000,000 General Agg $10,000 Ded. per Claim	

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

** Workers Comp Information **
Blanket Waiver of Subrogation

** Supplemental Name **
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S Business 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 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
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Contract No.: PENDING
Date: April 11, 2008

Ms. Rocio Villarreal
Contracts Manager
County of Hidalgo, Purchasing Department
2812 S. Hwy. 281
Edinburg, Texas 78539

RE: R&B Geotechnical Reports and Construction Materials Testing, Hidalgo County Precinct No. 3 Project

Dear Ms Villarreal:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original contracts for Geotechnical and Construction Materials Testing Services for FY 2008 through 2009. We are attaching the following in duplicate:

- The Proposed Contract
- The Scope of Services (Attachment A)
- The Fee Schedule (Attachment B)
- Sample Work Authorization (Attachment C)

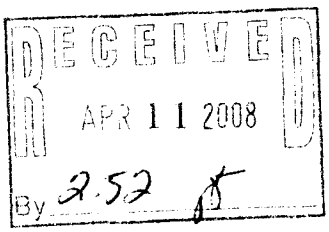
L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit this contract and look forward to working with **Hidalgo County Pct. 3** in the future. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

CC: Joe Flores, Commissioner, Pct #3



2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-0760 • Fax (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 583-7117 • Fax (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 01

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 Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 –Iowa Rd. (Mile 7 to 8) Project.

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 $5,711.60. 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.00 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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

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 _____, 2008.

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 Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

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 **Iowa Rd. Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

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 **Iowa Rd. Project in Hidalgo County Precinct No. Three (3).**

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: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-08-127-04-22.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

Attachment I
Iowa Road (5280 L.F.)
Prepared For Hidalgo County Pct. No. 3

Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi.	$0.46	$13.80
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.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$673.90**

Tech Time	12	Hrs.	$40.55	$486.60
Trip Charge	120	Mi	$0.45	$54.00
Comp. Test	15	Ea.	$13.55	$203.25
Reports	5	Ea.	$20.00	$100.00
Eng. Spec.	2	Hrs.	$101.35	$202.70
Engineer	2	Hrs.	$135.20	$270.40
			Sub.	**$1,316.95**

Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi.	$0.46	$13.80
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.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$929.35**

Tech Time	12	Hrs.	$40.55	$486.60
Trip Charge	120	Mi	$0.45	$54.00
Comp. Test	15	Ea.	$13.55	$203.25
Reports	5	Ea.	$20.00	$100.00
Eng. Spec.	2	Hrs.	$101.35	$202.70
Engineer	2	Hrs.	$135.20	$270.40
			Sub.	**$1,316.95**

Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	90	Mi	$0.46	$41.40
Rolling Patterns	2	Ea.	$34.85	$69.70
Laboratory Molded (ga)	1	Pr.	$91.90	$91.90
%AC-Grad	1	Ea.	$203.25	$203.25
Rice Gravity (gr)	1	Ea.	$101.30	$101.30
Reports	3	Ea.	$18.00	$54.00
Asphalt Thickness	6	Ea.	$58.10	$348.60
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$1,474.45**

Total Estimated Material Testing Fees $5,711.60

AI-14263 **22.D.3.**

Various Attachments for 200D-LF Excavator Pct #3

CC REGULAR

Date:	03/03/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Doggett Heavy Machinery Services, Ltc, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for the purchase of the following attachments for a 200D-LF Excavator recently purchased by Pct. #3 under PO #614469 to include but not limited to (1) One piece boom with Arm Cycliner and plumbing; (1) Arm with Bucket Cylinder & Linkage and (1) 48" HD Bucket in the amount not to exceed $46,465.00 which include Buyboard Fee's, delivery. (Project #09-123-OGG)

BACKGROUND

As requested and approveed by Commissioner Joe M. Flores, Pct. #3 the following attachments will assist with the Drainage Improvement Project in Pct. #3 area.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-748

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

BUDGETARY IMPACT:

Appropriation of funds under acct. #9-1339-431-00-123-049-0-748 have designated for proposed project #09-123.

Amount available as of 02/27/09; $250,000.00

Attachments

Link: 09-123

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:54 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:48 AM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 10:47 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Oscar Garza Started On: 02/25/2009 04:49 PM

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 2/23/09 Proposal for: SALE

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Joe Flores

Address: 400 W. 13th

City/St/Zip: Mission Texas 78572

Phone #: 585/4509 Fax #: _____

Cell #: MINGO 279/4010 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☒ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 15 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	200D-LF		Regular Medium Stick Attachment	$ -
				FREIGHT	$ 5,500.00
				CODE 6835	
				One Piece Boom With Arm Cycliner And Plumbing	$ 21,900.00
				CODE 7160	
				2.91M(9' 7") Arm With Bucket Cylinder AND LINKAGE	$ 12,525.00
				CODE 8340	$ -
				48 INCH(1219 MM) 1.29YD3(099M3) HD Bucket	$ 6,540.00
				Total Selling Price Units (All) :	$ 46,465.00
				Extended Warranty :	$ -

WARRANTY

☐ Extended ☐ New ☐ Other*

☐ Full Machine ☐ EPT + Hyd ☐ EPT

Term: Months: ____ Hours: _____

Notes / *Other

Attechment to To Replace Long Stick to Clean Ditches to a Pipe And Digging Excavator

E-MAILED 2/25/09 dd

For - Excavator Purchase w/ PO # 614469

David Roy Henry

Physical Address: _____

Less Applicable Rent : $ -

Less Trade-in Value : $ -

Taxable Amount : $ 46,465.00

Ad valorem Tax: 0.00000% $ -

Sales / Fuel Tax: 0.00% $ -

Less Down Payment : $ -

Total Amount To Finance Or Pay Cash : $ 46,465.00

Monthly Payments: $ -

Salesman : RUDY LLAMAS

Customer : _____

11/05

Attachments for Excavator - Digging

9-1339-431-00-123-049-0-748

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 2/25/09 **Proposal for:** SALE

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Joe Flores

Address: 400 W. 13th

City/St/Zip: Mission Texas 78572

Phone #: 585/4509 Fax #: 318/2629

Cell #: 318/2626 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Oscar Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☒ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 15 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	200D-LF	FF200DX511619	Regular Medium Stick Attechment	$ -
				FREIGHT	$ 5,500.00
				BuyBoard Contract # 268-07	
				Code--AT9187FF	
				One Piece Boom With Arm Cycliner And Plumbing	$ 21,900.00
				Code--AT9185	
				2.91M(9' 7") Arm With Bucket Cylinder AND LINKAGE	$ 12,525.00
				Code--AT339136	$ -
				48 INCH(1219 MM) 1.29YD3(099M3) HD Bucket	$ 6,540.00
				Total Selling Price Units (All) :	$ 46,465.00
				Extended Warranty :	$ -

WARRANTY

☐ Extended ☐ New ☐ Other*

☐ Full Machine ☐ EPT + Hyd ☐ EPT

Term: Months: ____ Hours: _____

Notes / *Other

Attechment to To Replace Long Stick to Clean Ditches to a Pipe And Digging Excavator

Physical Address: _____

Less Applicable Rent : $ -

Less Trade-in Value : $ -

Taxable Amount : $ 46,465.00

Ad valorem Tax: 0.00000% $ -

Sales / Fuel Tax: 0.00% $ -

Less Down Payment : $ -

Total Amount To Finance Or Pay Cash : $ 46,465.00

Monthly Payments: $ -

Salesman : RUDY LLAMAS

Customer : _____

11/05

Construction Equipment

Excavators

6 - 40 Metric Tons

200D LC

- 360° Walk-Around
- Features
- **Specifications**
- Compare
- Build Your Own
- Brochure
- Super Long Front Brochure
- Brochure - Français
- Brochure- Español

Construction Equipment Product Guide

Construction Attachment Guide

Non-Current Construction Models

Used Equipment

Forestry Equipment

Equipment Quickfind

Federal & Military

200D

Specs

PRINTER-FRIENDLY VERSION EXPORT TO EXCEL

MANUFACTURER	**John Deere**
MODEL	**200D**
DATE OF SPECIFICATION	Jul-08
ENGINE	
Manufacturer/Model	John Deere / 6068H
Net Power hp (kW) @ Rated rpm	159 (119) @ 2000
# Cylinders and Desplacement cu in. (L)	6 - 414 (6.8)
HYDRAULIC SYSTEM	
System Design	Open
Main Pump Type	Variable axial-piston
Total Main Pump Flow gpm (L/m)	112 (424)
Normal Relief Pressure psi (kPa)	4980 (34310)
Boost Relief Pressure psi (kPa)	5270 (36310)
Max. Propel Pressure psi (kPa)	4980 (34310)
UNDERCARRIAGE	
Gauge ft (m)	7' 10.1" (2390)
Overall Track Length ft (mm)	13' 8" (4170)
Track Length on ground ft (mm)	11' 0" (3350)
Width over Std Track ft (mm)	10' 2" (3100)
No. of Lower Rollers / Side	7
No. Carrier Rollers / Side	2
Ground Clearance in. (mm)	17.7" (450)
Standard Track Pad in. (mm)	27.6" (700)
Grd. Press - Std. Pad psi (kPa)	6.10 (42.0)
Optional Track Pad in. (mm)	31.5",23.6" (800,600)
Max. Travel Speed mph (km/h)	3.4 (5.5)
Off-level capacity % - (deg)	100% (45°)
Drawbar Pull lb (kg)	45,620 (20693)
ARM LENGTH	
Standard Arm ft (mm)	9' 7"
Optional Arm ft (mm)	7' 11" (2410)
Bucket Range SAE cu yd (cu m)	0.52 - 1.43 (0.40 - 1.09)
Reference Bucket SAE cu yd (cu m)	1.19 (0.91)
PERFORMANCE	
Reach @ G.L. std. Arm ft (mm)	32' 0" (9750)
Max Dig Depth - Std. Arm ft (mm)	21' 11" (6680)
Dig Depth-8' Flat Bottom-Std Arm ft (mm)	21' 4" (6500)



SPECS

Dig Depth-Vertical Wall-Std Arm ft (mm)	19' 8" (5990)
Dump Height - Std. Arm ft (mm)	23' 7" (7190)
Lift Cap. Over Frt @G.L. lb (kg)	13,103 (5944) @20'
Lift Cap. 360 deg. @ G.L. lb (kg)	8,139 (3692) @20'
Arm Force-Normal- Std. Arm lb (kg)	Not published
Arm Force-Boost-Std. Arm lb (kg)	22,873 (101.7)
Bucket Digging Force - Normal lb (kg)	Not published
Bucket Diggine Force - Boost lb (kg)	28,904 (128.6)
Tail Swing Radiue ft (mm)	9' 0" (2740)
Swing Speed rpm	13.3
TRANSPORT SPECIFICATIONS	
Standard Transport Length ft (mm)	31' 3" (9530)
Standard Transport Height ft (mm)	9' 8" (2950)
Standard Transport Width ft (mm)	10' 2" (3100)
CAPACITIES	
Fuel Tank gal (L)	106 (401)
Hydraulic Reservoir gal (L)	36 (136.3)
SAE OPERATING WEIGHT lb (kg)	47,969 (21759)
Metric Ton Weight	21.759

Specifications are based on published information at the time of publication. Specifications change without notice.

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All Rights Reserved.

AI-14252 **22.D.4.**

Purchase of (3) New Trail King Belly Dump Trailers & (3) New 384 Tractors w/ 130BBL Vac Tanks

CC REGULAR

Date:	03/03/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Drainage Improvement Project:
Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #281-07 for the purchase of the following equipment:

A. Three (3) Peterbilt 384 Tractor with self contained 130BBL Vacuum Trailers in an amount not to exceed $470,955.00 to include but not limited to delivery & buyboard fee's. (Project #09-085-OGG)

B. Three (3) New Trail King "BD22-362" 36Ft. 22 Cu Yd" Belly Dump Trailers in an amount not to exceed $144,180.00 to include but not limited to delivery & buyboard fee's. (Project #09-086-OGG)

Total Amount of this request $615,135.00

BACKGROUND

Purchase of proposed equipment will provide the necessary equipment for Drainage Improvements for Pct. #3 areas.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-742

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

BUDGETARY IMPACT:

Amount available as of 02/27/09; $1,000,000.00

Attachments

Link: Vacuum Trailers

Link: Belly Dumpt Trks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:49 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:46 AM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 10:35 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Oscar Garza

Started On: 02/25/2009 04:11 PM

Final Approval Date: 02/27/2009

BuyBoard

09-085

Rush Truck Center - Houston

The following details shall be provided with any BuyBoard purchase order. Fax Purchase Order to (800) 211-5454

BuyBoard Vendor:	Rush Truck Center, Houston [FOR RTC-PHARR]	Prepared By	Charlie Plouse
[Address P.O. to:]	10200 N. Loop East	Vendor Phone	(713) 895-6504
	Houston, Texas 77029	Vendor Fax	(713) 695-9620
		Vendor Toll Free	(800) 580-7383
		Date Prepared	February 17, 2009
Government Agency:	HIDALGO COUNTY, PRECINCT # 3	Gov. Agency	HIDALGO COUNTY
[Ship to:]	724 N. BREYSOGLE STREET	[Bill to:]	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	JOE FLORES	Gov. Agn. Phone No:	(956) 585 - 4509
Product Description:	PETERBILT 384 TRACTORS AND TRAILERS	G. A. Fax No:	(956) 205-7009

I BuyBoard Contract #281-07 — Price List: PETERBILT # 2 — Base Price: $ 83,173.00

II Base Bid Options:	(Itemize Below)		
* Please See Attached List	$ 83,811.19	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
*	$ -	*	$ -
Subtotal	$ 84,811.19	Subtotal	$ -

III	Unpublished Options added to Contract Price (Subtotal of Col 1 & Col 2)		$ 84,811.19
IV	Total IV + VI		$ 167,984.19
V	Non-Base Options (Itemize below)	NON-BASE -0.07 % EACH	$ (10,999.19)
VI	Non-Published Options (Please see attached)		$ 156,985.00
VII	Unit Cost with Discount		
VIII	Quantity Ordered Units: 3	X "I"	$ 470,955.00
IX	Trade-in or other Credit(s)		
	$ - 0		$ -
X	TOTAL PURCHASE PRICE INCLUDING VIII + IX		$ 470,955.00

Delivery to Hidalgo County, Pct # 3 95 DAYS A.R.O.

E-MAILED

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

Acct# 9-1339-431-0-123-049-0-742

HIDALGO COUNTY

BUYBOARD OFFER

FEBRUARY, 2009

February 17, 2009

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 150,077.00
	LESS CHASSIS LIST	$ (134,550.00)
	OPTIONS OFFERED TOTAL	**$ 15,527.00**
	LESS 3% CONTRACT DISCOUNT	$ 15,061.19

OTHER PUBLISHED OPTIONS:

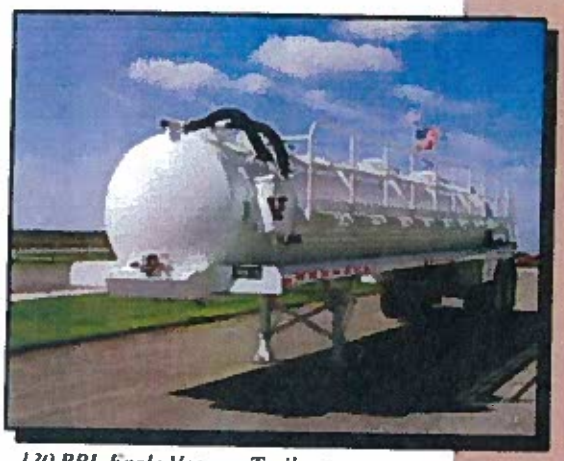
RTC31	30' TRAILER	$ 69,750.00
	TOTAL OF PUBLISHED OPTIONS	**$ 84,811.19**

UNPUBLISHED OPTIONS:

	CHANGE 30' TRAILER TO 130 BBL VACUUM TRAILER	$ (10,999.19)
	TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$ (10,999.19)

PETERBILT & RUSH BODY OPTIONS

VACUUM TRAILERS



130 BBL Eagle Vacuum Trailers

130 BBL EAGLE VACUUM TRAILERS

FEATURES & BENEFITS

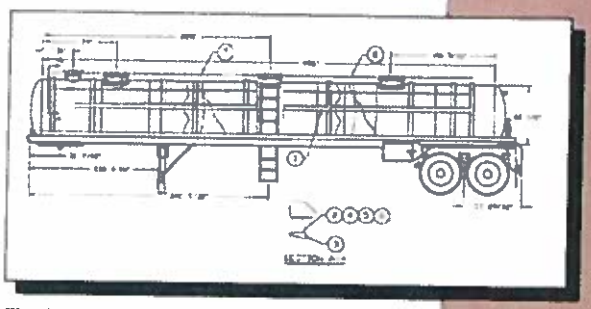
The newly designed Eagle Vacuum trailer is the flagship of V.E. Enterprises' line. Standard features include three point suspension, two speed crank landing legs, wedge sump with four inch loading / unloading valves, quarter inch SA-36 steel barrel and is fully gusseted to withstand the rigors of both on and off road.

TANK SPECIFICATIONS

- 130 BBL capacity
- 14.7 PSI design pressure
- Two (2) internal baffle's
- External channel supports
- SA-36 quarter inch heads and shell
- Rectangular tubing bumpers
- Adjustable king pin plate
- Two (2) speed crank landing legs
- Four-wide hose troughs
- Driver's side ladders
- DOT approved lighting
- Dual V.E. style tool boxes
- 15.0 PSIG pressure / vacuum vents
- Three (3) 20" chandler top manways
- Three (3) point, nine leaf suspension
- 11 x 24.5 radial tires
- Axle: Round 22,500 lbs. with auto slack adjusters
- One color DuPont Imron DTM paint

OPTIONS

- Carboline two-part epoxy coating
- Walkways / handrails
- Side or rear entry to catwalk
- Gel / belly lines or belly nipples
- Sight glasses
- Pump / engine kits
- ASME / DOT specs
- Air-ride suspension
- 140 / 150 / 180 BBL's
- Water transport only versions



Trailer Dimensions

TRUCK CENTER OF FORT WORTH
WWW.FORTWORTHTRUCK.COM
800-708-3184

V.E. ENTERPRISES, INC.
SPEC. SHEET - ZVESEV130, W/PUMP & ENGINE KIT

DESCRIPTION :

130 BBL. "EAGLE" MODEL VACUUM TRANSPORT

BASIC TANK :

CAPACITY	:	130 BBL. (5,460 GAL.)
OVERAGE	:	3%
SHELL FULL	:	5,624 GAL. APPROX.
DESIGN PRESSURE	:	14.7 P.S.I.G.
D.O.T. CODE	:	NONE (*OPTIONAL*)
OTHER CODE	:	NONE (*OPTIONAL*)
COMPARTMENTS	:	ONE (1)
SHELL MATERIAL	:	SA-36 STEEL, 1/4"
BAFFLES	:	SA-36 STEEL, 1/4", TWO (2)
HEADS	:	SA-36 STEEL, 1/4"
SHAPE	:	CYLINDRICAL
BARREL WELD TYPE		SUBMERGED ARC
EXTERNAL SUPPORTS	:	4" CHANNEL
FRAME ASSEMBLY	:	SA-36 1/4"
KING PIN PLATE	:	ADJUSTABLE, HEAVY DUTY
LANDING LEGS	:	TWO SPEED CRANK
BUMPER	:	RECTANGULAR TUBING
FENDERS	:	NONE
WALKWAY/HANDRAIL	:	NONE (*OPTIONAL*)
TIRE CARRIER	:	NONE (*OPTIONAL*)
LADDERS	:	DRIVER'S SIDE
LIGHTS AND WIRING	:	D.O.T. APPROVED
WORK LIGHTS	:	TWO (2) ON REAR HEAD
HOSE CARRIERS	:	EAGLE STYLE, FULL LENGTH
VOLUME GAUGE	:	FLOAT BALL / SIGHT GLASS (OPTIONAL)
TOOL BOX	:	TWO (2) V.E. STYLE
PLACARD HOLDERS	:	NONE (*OPTIONAL*)

PUMP/ENGINE:

DEUTZ ENGINE	:	D-2011L03I DIESEL ENGINE (SEE SPEC SHEET)
GARDNER DENVER PUMP	:	APOGAA, SINGLE STAGE COMPRESSOR/PUMP
VALVE	:	90AR868 4-WAY VALVE, 3" NPT

VENTING :

VENTING PRESSURE	:	15 P.S.I.G.
VENTING VACUUM	:	15 P.S.I.G.

FITTINGS AND CONNECTIONS :

CLEANOUT	:	21" CHANDLER
MAN WAYS	:	THREE (3) 21" CHANDLER
PRIMARY SHUT OFF	:	CHANDLER # 1014-0901
SECONDARY SHUT OFF	:	CHANDLER # 1008-0017
EMERGENCY VALVE	:	NONE
BELLY NIPPLE	:	NONE
OPERATING VALVES	:	TWO (2) 4" OUTLETS W/FLANGED BUTTERFLY V
		OUT OF "WEDGE SUMP"

UNDERCARRIAGE :

AXLES	:	22,500# OR EQUIVALENT W/AUTOMATIC SLACK ADJUSTERS
SUSPENSION	:	HUTCH MODEL H9700TFL, 3-POINT, 8 LEAF
MUD FLAPS	:	ANTI-SAIL
SEALS	:	STEMCO
HUB AND DRUM	:	UNIMOUNT TYPE
BRAKES	:	7" A.B.S.
AIR SYSTEM	:	D.O.T. APPROVED
WHEELS	:	UNIMOUNT DISC WHEELS
TIRES (UNLESS UPGRADED)	:	11:00 X 24.5 RADIALS

FINISHING :

DECALS	:	D.O.T. APPROVED
PREP	:	STEEL SHOT BLAST, 2.5 MIL PROFILE
PRIMER	:	NONE (OPTIONAL)
PAINT	:	ONE COLOR DUPONT IMRON 3.5 HG-D
INTERNAL COATING	:	NONE (OPTIONAL - CARBOLINE PLASITE 4500)

IF YOU HAVE ANY QUESTIONS PLEASE CALL
THANK YOU

Masport HXL-Series II Vacuum / Pressure Pumps

TRUCK CENTER OF FORT WORTH



HXL15WV

◆ Mechanical Oil Pump

- Automatic Oiling.
- No Adjustment Required.
- Delivers Right Amount of Oil at All Working Levels.

◆ End Thrust Protection

- Prevents Rotor-to-Endcover Contact Created by Direct P.T.O. Drive or Misaligned Belt Driven Systems.

◆ Liquid Cooled Design

- Prevents Winter Freeze-ups.
- Allows Pump to Operate @ 25" Hg Continuously.
- Reliable Operation Under Extreme Hot or Cold Weather Conditions.

◆ Double End Shaft

- Accommodates Clockwise or Counter-Clockwise Drive Systems.

◆ Integral Valve

- Allows Pump to Operate in Vacuum and Pressure Mode.
- Reduces Plumbing and Installation Costs.

◆ Masport Quality & Performance

- Achieve Minimum of 27" Hg (Intermittent).
- Precise Machining and Assembly.
- Heavy Duty Bearings.
- Viton Oil Seals for Longer Service Life.
- Vanes are Heat Stabilized and Machined with Exacting Tolerances for Superior Ruggedness and Durability.
- Easy to Service.
- Superior Pump Life.

◆ Performance Warranty

- One Year Warranty.

Masport

PERFORMANCE DATA

Performance Data – Vacuum

Pump R.P.M.	Displacement C.F.M.	S.C.F.M. and A.C.F.M. @ VACUUM	5	10	15	18	20	22	24	25	26	27	Maximum Vacuum – "Hg Continuous	Intermittent
1100	303	SCFM	211	165	120	90	71	54	31	23	15	5.2	25	27
		ACFM	253	248	239	225	213	201	153	136	113	52		
1275	350	SCFM	246	175	139	104	83	62	38	26	16	6	25	27
		ACFM	295	263	278	261	248	233	192	158	118	60		

Performance Data – Pressure

Pump R.P.M.	Displacement C.F.M.	S.C.F.M. @ P.S.I.G. 5	10	15	18	20	25	30	Maximum Pressure – P.S.I.G. Continuous	Intermittent
1100	303	254	242	231	217	204	192	180	20	30
1275	350	293	279	266	251	235	222	207	20	30

Horsepower Required @ P.S.I.G.

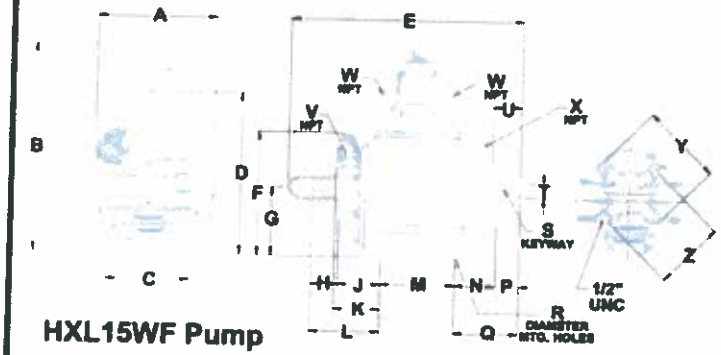
Pump R.P.M.	S.C.F.M. @ P.S.I.G. 5	10	15	20	25	30
1000	12.2	15.8	20.2	24.1	28	31.5
1100	13.5	17.4	22.2	26.5	30.8	34.7
1250	15.6	20.1	25.7	30.7	35.7	40.2

Horsepower Required @ "Hg

Pump R.P.M.	Vacuum "Hg 5	10	15	20	27
1000	9.1	10.8	11.4	12.5	14
1100	10	11.8	12.5	13.7	15.4
1250	11.6	13.7	14.5	15.9	17.8

DIMENSIONAL DATA

HXL15WV Pump



HXL15WF Pump



	HXL15WV	HXL15WF
A	13	13
B	24	16 1/16
C	8 11/16	8 11/16
D	19 5/16	———
E	25 29/32	25 29/32
F	12 5/8	12 5/8
G	7 7/16	7 7/16
H	3 25/32	3 25/32
J	4 1/4	4 1/4
K	5 1/32	5 1/32
L	8 1/32	8 1/32
M	9 7/16	9 7/16
N	4 13/32	4 13/32
P	3 5/8	3 5/8
Q	8 1/32	8 1/32
R	9/16	9/16
S	5/16 x 5/16 x 2	5/16 x 5/16 x 2
T	1 3/8	1 3/8
U	4 1/8	4 1/8
V	1/8	1/8
W	3	2 1/2
X	1/4	1/4
Y	8 15/32	8 15/32
Z	7 1/4	7 1/4

ALL DIMENSIONS IN INCHES.

For additional information on these quality Masport Vacuum / Pressure Pumps contact:

TRUCK CENTER OF FORT WORTH, INC.
2901 NORTH FREEWAY
FORT WORTH, TEXAS 76106
817-624-3181 800-709-3184
WWW.FORTWORTHTRUCK.COM

TRUCK CENTER OF FORT WORTH

Masport

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Masport

Liquid Cooled Kubota Diesel Driven System



Part # 12022 HXL400WV 31 hp System



USER FRIENDLY TWO SPEED THROTTLE

PUMP:

HXL75WV, HXL15WV, HXL400WV
Vacuum / Pressure

- **Liquid Cooled Design**
  - Prevents Winter Freeze-ups.
  - Allows Pump to Operate @ 25" Hg Continuously.
- **Masport Quality and Performance**
  - Achieve Minimum of 27" Hg (Intermittent).
  - Precise Machining and Assembly.
  - Heavy Duty Roller Bearings.
  - Viton Oil Seals and O-Rings.
  - Oil Heat Stabilized Vanes.
  - End Thrust Protection.
  - Mechanical Oil Pump.
- **Performance Warranty**
  - One Year Pump Warranty.

ENGINE:

14 HP & 31 HP Liquid Cooled Kubota Diesel

- **Environmentally Clean**
  - Meets CARB ULBE Regulations.
  - Better Fuel Economy.
  - Low Noise.
  - Approved Label Affixed to be Certified for Sale in California.
- **Liquid Cooled 3 Cylinder Engine**
  - Durability.
  - Longer Life.
  - Low Vibration.
- **Weather Enclosed Control Panel**
  - Easily mounted remote panel.
  - Two speed throttle: Both throttle and clutch.
  - Includes: Voltmeter, Hour Meter, Key Switch, Circuit Breaker Protection and Low Oil, Low Temperature Shut Down.

Masport®

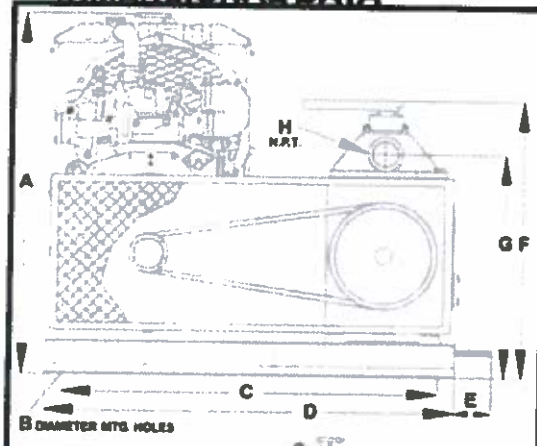
Performance Data – Vacuum

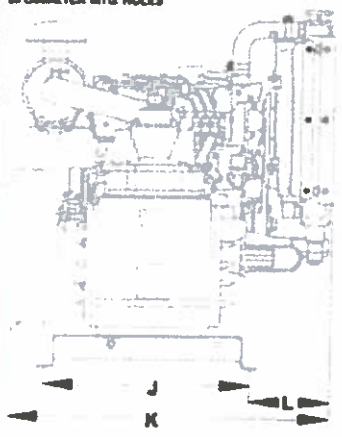
PUMP MODEL	Pump R.P.M.	Displacement C.F.M.		S.C.F.M. and A.C.F.M. @ VACUUM 5	10	15	18	20	22	24	25	26	27	Maximum Vacuum – "Hg Continuous	Intermittent
HXL7SWV	1150	204	SCFM	146	115	83	64	49	34	23	16	9	3	25	27
			ACFM	176	173	165	159	148	140	116	96	69	31		
HXL15WV	1200	330	SCFM	230	180	131	98	77	59	34	25	16	5.7	25	27
			ACFM	276	270	261	245	232	219	167	148	123	57		
HXL400WV	1300	400	SCFM	312	237	175	140	117	93	66	54	41	28	25	27
			ACFM	374	356	350	350	350	350	350	324	308	290		

Performance Data – Pressure

PUMP MODEL	Pump R.P.M.	Displacement C.F.M.	S.C.F.M. @ P.S.I.G. 5	10	15	18	20	25	30	Maximum Pressure – P.S.I.G. Continuous	Intermittent
HXL7SWV	1150	204	176	167	159	149	140	133	124	5	15
HXL15WV	1200	330	277	264	252	237	222	209	196	15	15
HXL400WV	1300	400	372	356	339	319	300	282	264	15	15

DIMENSIONAL DATA





	A	B	C	D	E	F	G	H	J	K	L
12015	30	7/16	33	36	3	26	20	2 1/2	17 9/16	27	5 1/4
12017	32	7/16	33	36	4	28	22 1/2	3	17 9/16	30 1/2	8
12022	32	7/16	33	36	4	29 1/2	22 3/4	3	17 9/16	30 1/2	8

ALL DIMENSIONS IN INCHES

SYSTEM SPECIFICATIONS

SYSTEM NUMBER	12015	12017	12022
MASPORT PUMP MODEL	HXL7SWV	HXL15WV	HXL400WV
Mechanical Lubrication Pump	Auto	Auto	Auto
Remote Lubricator Tank	Standard	Standard	Standard
Pump Lubricator Oil Capacity — Gal.	1.0	1.0	1.0
Integral Pres. / Vac. Control Valve	Standard	Standard	Standard
Enclosed Belt Guard	Standard	Standard	Standard
KUBOTA DIESEL ENGINE TYPE	14 HP In-Line, Three Cylinder, 4 Stroke, Liquid Cooled	31 HP In-Line, Three Cylinder, 4 Stroke, Liquid Cooled	31 HP In-Line, Three Cylinder, 4 Stroke, Liquid Cooled
Alternator	12V 30 Amp	12V 30 Amp	12V 30 Amp
Engine Starting System	Electric	Electric	Electric
Glow Plug Starting Aid	Standard	Standard	Standard
Automatic Low-Oil Pressure Shutdown	Standard	Standard	Standard
High Temperature Shutdown	Standard	Standard	Standard
Low Profile Engine Muffler	Standard	Standard	Standard
Full Fan Guard	Standard	Standard	Standard
12 Volt Magnetic Clutch	Standard	Standard	Standard
12 Gallon Fuel Tank — #18004	Optional	Optional	Optional
Vibration Isolator Kit — #20107	Optional	Optional	Optional

For additional information on this quality Masport Engine Driven System contact:

TRUCK CENTER OF FORT WORTH, INC.
2901 NORTH FREEWAY
FORT WORTH, TEXAS 76106
817-624-3181 800-709-3184
WWW.FORTWORTHTRUCK.COM

Masport

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Peterbilt

Rush Truck Center, Pharr S046
4700 N Cage Blvd

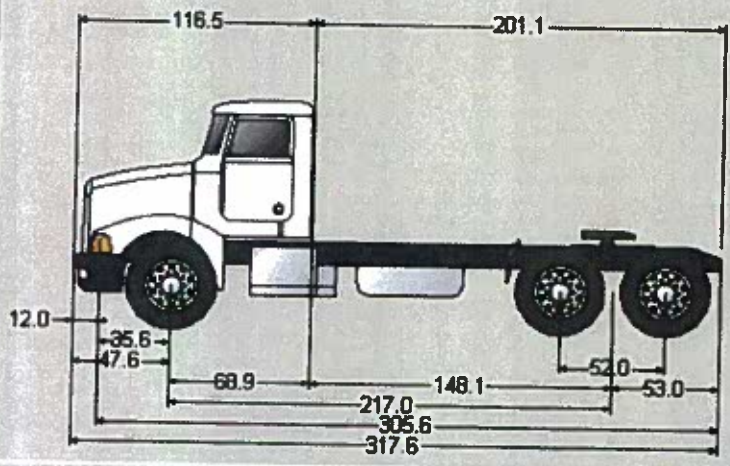
Pharr, Texas United States 78577
Phone: (956) 782-4511
Fax: (956) 702-9495
Email:

HIDALGO COUNTY PCT. #3
724 N Breysogle Street

Mission, Texas United States 78572
Phone: (956) 585-4509
Fax:
Contact Email:
Prepared for: Oscar Garza

Horizontal Dimensions

Model: Model 384
Quote/DTPO/CO Number: Q35604428



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	2/7/2009 8:57:56 AM	*Complete*	Model Number:	Model 384
Effective Date:	Jan 1, 2009		Quote/DTPO/CO:	Q35604428
Prepared by:	ID: gonzalezj		Version Number:	19.02

BuyBoard 09-086 **Rush Truck Centers of Texas, L.P.**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to (800)211-5454

		Prepared By:	Charlie Plouse
BuyBoard Vendor:	Rush Equipment Centers of Texas, Inc.	Vendor Phone:	(713) 679-6700
[Address P.O. to:]	10100 N. Loop East	Vendor Fax:	(713) 674-0305
	Houston, Texas 77029-1400	Vendor Cell	(281) 460-7844
Vendor e-mail:	plousec@rush-enterprises.com	Date Prepared	November 25, 2008
Government Agency:	HIDALGO COUNTY, PRECINCT # 3	Gov. Agency	HIDALGO COUNTY
[Ship to:]	724 N. BREYFOGLE	[Bill to:]	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78539
Contacts Name:	JOE FLORES	Gov. Agn. Phone No: (956) 585-4509	G. A. Fax No: (956) 205-7009
Product Description:	Trail King "BD22-362 "36 FT 22 CU YD" BELLY DUMP TRAILERS		

I: BuyBoard Contract #280-07 Price List: Item # 9 Base Price $ 47,479.00

II: Base Bid Options (Itemize Below)

*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
	Subtotal		$ -		Subtotal		$ -

Contract List Price Total $ -

III: Subtotal of I + II => BuyBoard Contract Price: $ 47,479.00

IV: Non-Base Options (Itemize below) NON-BASE = 0.01 %

*	MODIFY TO BD362	*	$ (800.00)	*		*	$ -
*	STEEL SURCHARGE	*	$ 1,381.00	*		*	$ -
*		*	$ -	*		*	$ -
*		*	$ -	*		*	$ -
	Subtotal		$ 581.00		Subtotal		$ -

V Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) $ 581.00

VI Total IV + VI $ 48,060.00

VII Quantity Ordered Units: 3 x "E" $ 144,180.00

VIII Trade-in or other Credit(s)

$ -

IX TOTAL PURCHASE PRICE INCLUDING VII + VIII $ 144,180.00

Contract Effective Dates: 10/1/2007 through 9/30/2010

RECEIVED 12/3/09

Fax all Purchase Orders to BuyBoard at (800) 211-5454

9-133-431-00-123-049-0-742

Trail King Industries Inc.

300 East Norway
Mitchell, SD 57301
Phone: (800) 843-2224
Fax: (605) 996-4727

202 8th Street West
West Fargo, ND 58078
(800) 762-5557
(701) 282-3039

147 Industrial Park Rd
Brookville, PA 15825
(800) 545-1549
(814) 849-5063

Quotation
DB-00484.00

To: Rush Equipment Center, Inc.
10100 North Loop East
Houston, TX

Attn: Charles Plouse

Phone: **Extn:**
Fax: 2814919334

Issued:
Completion Date: 4 / week, Starting 5 - 6 Weeks ARO
FOB Point: West Fargo ND
Expiry Date:
Sales Contact: Dean Badinger

Project: (25) TKBD22-362 Bottom Dump Trailers: 36 Foot Tandems - Terms - 1% 10 Days, Net 30

Qty	Part Number	Description	Weight (lbs)	Price/Unit	Total

TKBD22-362 Advantage Series Tandem Axle Bottom Dump Trailer

Overall Length = 35' 10" Overall Height = 9' 2"
Capacity = 22.0 cu. yds. (water level)
KingPin To Center Of Last Axle = 32' 0" (18" Setting)
Transpro Model 88 Tandem Axle 3-Leaf Suspension
(2) 22,500# Axles w/Steel Piloted Hubs & Cast Drums
(8) 22.5 x 8.25 10-Hole Hub Piloted Disc Wheels
(8) 11R22.5 Radial 14 Ply Tires
11.5 ft. Gate w/(2) 8" x 26.5" Welded Steel Cylinders
Versa Valve Control w/Rear Handle
Automatic Slack Adjusters w/16 1/2" x 7" Air Brakes
2S/1M Anti-Lock Brake System
Gate Mounted Pin Style Landing Gear
Front & Rear Striker Plates
Steel Front & Rear Fenders
Standard Paint: 2 Part Polyurethane - Metallic Gray

1 (25) TKBD22-362 "Advantage Series" Bottom Dump Trailers

1	80206-BD22-36	TKBD22-362 Advantage Series Tandem Axle Bottom Dump Trailer	12050
1	00568-BD22-36	Bolt-On Push Block with Bumper	250
1	06567-BD22-36	Aero Crank-N-Go Tarp, Electric	175

TRAIL KING industries

Advantage™ Series Bottom Dump



Advantage™ SERIES

Advantage™ Series Bottom D



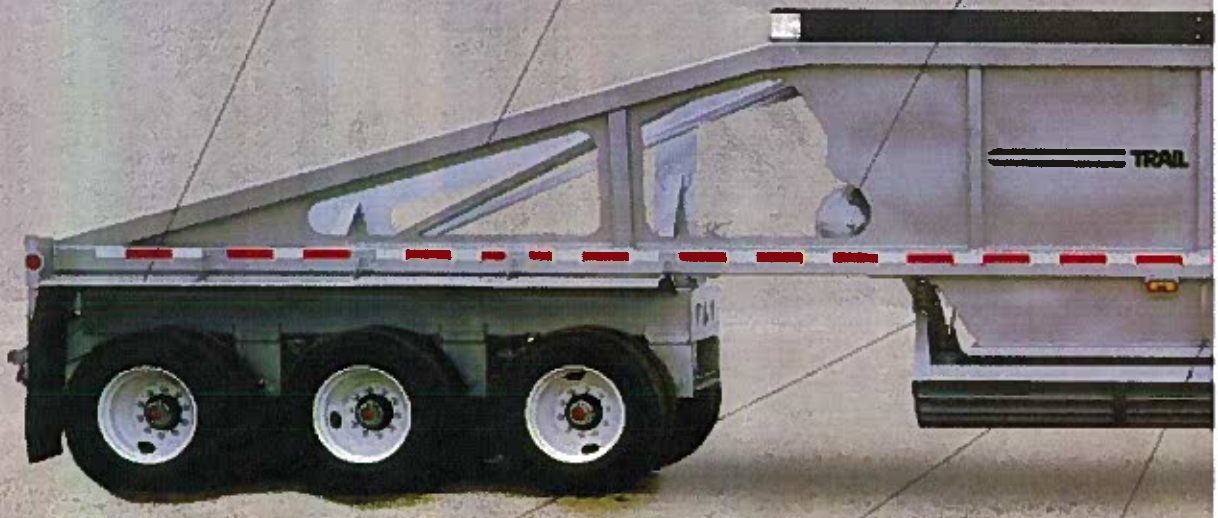
Full-Width Fenders,
both front and rear, are sloped to shed material more effectively.



Lightweight Crossbraces
tie the frame together in a way that minimizes the flexing and twisting that can cause cracking in critical stress areas.



Large Air Reservoir,
with air system oiler, means longer operating time and better control.





Oil-Impregnated Bronze Bushings
at gate pivot pins ensure smooth operation, long life and simplified replacement.



Large 11' 6" Clam
and 64" x 99" hopper opening, combined with nearly vertical hopper walls, delivers complete dumping of even the stickiest materials.



Adjustable 11-Position Gate Stop
is conveniently positioned on the side of the hopper so the gate setting can be adjusted without crawling under the trailer.

AI-14251 **22.D.5.**

Requesting approval of WA No. 1 for Javier Hinojosa Engineering for Drainage Improvements Project of Moorefield Rd

CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation for consideration, discussion, and approval of CORRECTED Work Authorization #1 in the amount of $21,868.35 with Javier Hinojosa to provide engineering services for, "Drainage Improvements of Moorefield Rd from Mi 5 North to the County's West Main Drainage Ditch" for Precinct No. 3.

BACKGROUND

Work Authorization was approved on 2/24/09. CORRECTION needed on the location of the improvements of Moorefield Rd from Mi 5 (not Mi 3) to the county's West Main Drainage.

Pending Interdept. transfer 03/03/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-733

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

BUDGETARY IMPACT:

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:47 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:46 AM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 09:54 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal — Started On: 02/25/2009 04:00 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the drainage improvements of Moorefield Road from Mile 5 north approximately 700 linear feet and east approximately 1,300 linear feet to the County's West Main Drainage Ditch. These improvements will consist of construction of drain lines and inlets and discharging into the County's West Main drain ditch.**

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 **$21,868.35**. 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. **1** shall be funded through funding source:
Account No. 9-1339-431-00123-0690-131
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 _____.

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 **Joe 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:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

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" - Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Moorefield Road Drainage Outfall (Mile 5 North)
Prepared By: Javier Hinojosa Engineering
February 10, 2009

A. Moorefield Road Drainage Outfall (Mile 5 North)

1. 42" RCP Pipe	1,300	LF	@	$65.00	=	$84,500.00
2. 30" RCP Pipe	700	LF	@	$45.00	=	$31,500.00
3. 24" RCP Pipe	80	LF	@	$35.00	=	$2,800.00
4. Trench Protection	2,080	LF	@	$4.00	=	$8,320.00
5. Grate Inlet	4	EA	@	$4,000.00	=	$16,000.00
6. 5' Dia. Manhole	2	EA	@	$4,000.00	=	$8,000.00
7. Waterline Adjustments	2	EA	@	$5,000.00	=	$10,000.00
8. Water Service Adjustments	6	EA	@	$1,000.00	=	$6,000.00
9. Irrigation Adjustments	1	EA	@	$10,000.00	=	$10,000.00
10. Down Drain	1	EA	@	$5,000.00	=	$5,000.00
11. Traffic Control	Lump Sum		@	$10,000.00	=	$10,000.00
12. Pavement Repair (Overlay)	1,900	SY	@	$8.50	=	$16,150.00

Subtotal	:	**$208,270.00**
Engineering Design Fee	:	**$21,868.35**
R.O.W. Parcels (2 @ $1500.00)	:	**$3,000.00**
Laboratory Testing	:	**$6,000.00**
Contingency (10%)	:	**$20,827.00**
Total	:	**$259,965.35**

AI-14244 **22.D.6.**

Requesting approval of Work Authorization No. 16 for Javier Hinojosa Engineering

CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 16 in the amount of $138,467.00 with Javier Hinojosa Engineering to provide engineering services for the "Paving Improvements of Mile 3 North from Tom Gill to FM 2221." Contract No. C-08-112-03-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-051-0-731

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

BUDGETARY IMPACT:

Amount available as of 02/27/09; $400,000.00

Attachments

Link: WA 16

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:46 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:45 AM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 09:08 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/25/2009 02:44 PM

Final Approval Date: 02/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 16

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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of right of way surveying, topography survey, construction plans and specifications for the paving improvements of Mile 3 North from Tom Gill to FM 2221.**

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 **$138,467.00**. 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. **16** shall be funded through funding source:
Account No. 9-1336-431-00-123-0516-0131
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 _____.

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 **Joe M. Flores** as to content and detail of this Work Authorization No. **#16.**

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:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

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" - Cost Proposal

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Mile 3 North (Tom Gill Road to FM 2221)
Prepared By: Javier Hinojosa Engineering
February 19, 2009

A. Mile 3 North (Tom Gill Road to FM 2221 - 24' HMAC/28' Caliche)

1 Unc. Excavation	28,000	CY	@	$3.00	=	$84,000.00
2 Subgrade Preparation	43,000	SY	@	$2.50	=	$107,500.00
3 12" Caliche Base	43,000	SY	@	$9.00	=	$387,000.00
4 2" HMAC (Type "D")	39,000	SY	@	$10.00	=	$390,000.00
5 4" Striping	6,000	LF	@	$0.50	=	$3,000.00
6 18" RCP Culverts	280	LF	@	$25.00	=	$7,000.00
7 Grade Bar Ditches	27,000	LF	@	$1.50	=	$40,500.00
8 Safety End Treatments	8	EA	@	$800.00	=	$6,400.00
9 Utility Adjustments	4	EA	@	$5,000.00	=	$20,000.00

Subtotal	:	**$1,045,400.00**
Engineering Design Fee	:	**$109,767.00**
R.O.W. & Topography Surveys	:	**$28,700.00**
(Including parcel maps & metes & bounds)		
Contingency (10%)	:	**$104,540.00**
Laboratory Testing	:	**$36,000.00**
Total	:	**$1,324,407.00**

AI-14216 **22.E.1.**

Maintenance & Repairs for Elevators located in County Owned Buildings

CC REGULAR

Date:	03/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County Building & Grounds-Maintenance & Repairs for Elevators located in County Owned Buildings" (BFB No. 2009-006-MEG)

BACKGROUND

1. Current Contract expires on March 3, 2009
2. Draft Contract Document Form was previously approved by Legal Counsel on January 26, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance is $373,375.96 as of 2/27/09.

Attachments

Link: Memo, Tabulation and Participants

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:42 AM	APRV
3	Dale Kennan	Dale Kennan	02/27/2009 09:36 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Elena Gomez Started On: 02/24/2009 02:44 PM

Final Approval Date: 02/27/2009

MEMORANDUM

FEB 25 2009
By 3:53pm

TO: Daniel Flores, Director
Hidalgo County Buildings & Grounds

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 23, 2009

RE: **Bid No. 2009-006-02-23-MEG -HIDALGO COUNTY**
"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"

Attached you will find **two (2) copy** of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than TUESDAY, FEBRUARY 24, 2009 @ 4:30 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, TUESDAY, MARCH 3, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
ThyssenKrupp Elevator	Picked ThyssenKrupp Due to No Extra Charge for Service calls after hour on Emergency. Courthouse & Annex Averaged 10-12 call a month Respectfully.
ACCOUNT: 9-1100-419-40-220-001-0-431	

Authorized Signature — Daniel Flores — Printed Name — 2/24/09 — Date

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY BUILDING & GROUNDS

DESCRIPTION OF BID: MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"

BID NO: 2009-006-02-23-MEG	**BUYER I: ELENA GOMEZ**

	NAME OF COMPANY	ACKNOWLEDGEMENT	ADDENDUM NO.1
1.	Kone, Inc	✓	✓
2.	Thyssenkrupp Elevators	✓	✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

BIP OPENING DATE: FEBRUARY 23, 2009	OPENING TIME: 9:30 A.M.
DESCRIPTION: "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS"	
BID NO: 2009-006-02-23-MEG	BUYER I: ELENA GOMEZ

	KONE INC. (TXMAS 7-03-FAC050)					THYSSENKRUPP ELEVATOR				
	Hydro	**Traction**	**Service Calls** (Normal hours 8-5)	**After Hours** (Nights, Weekends & Holidays)	**EMERGENCY HOURS**	**Hydro**	**Traction**	**Service Calls** (Normal hours 8-5)	**After Hours** (Nights, Weekends & Holidays)	**EMERGENCY HOURS**
	Unit Prices					**Unit Prices**				
COURTHOUSE 100 N CLOSNER	$ 320.00	N/A	$132.56	$ 224.30	$ 224.30	2 Units $ 558.00 per month	N/A	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE
ADMINSTRATION BUILDING 100 E CANO	$ 320.00	N/A	$132.56	$ 224.30	$ 224.30	4 UNITS $ 1, 050.00 per month	N/A	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE
ADDENDUM #1 CLERK WAREHOUSE	$ 160.00	N/A	$132.56	$ 224.30	$ 224.30	$ 175.00 per month	N/A	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE	UNLIMITED- NO EXTRA CHARGE
Total Cost										

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-006-03-03

~~THIS CONTRACT is made and entered into this day 3rd of March, 2009 by and between the~~ **COUNTY OF HIDALGO, TEXAS** ("County"), and **Thyssenkrupp Elevator Corporation**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance & Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; 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 quote 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** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **March 4, 2009** and ending on, **March 3, 2010**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of 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 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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. 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.

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Thyssen Krupp Elevator
~~Attention: "Gregg Laznovsky, Sales Manager~~
5449 Bear Lane, Suite 406
Corpus Christi, TX 78405

14. 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.

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

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

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

WITNESS our hands in duplicate originals this _____day of _____, 2009

Approved on Commissioners' Court March 3, 3009

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Thyssen Krupp Elevator Corp.

By:_____

Printed Name:_____

Title:_____

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

By:_____
Steve L. Crain

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS
LOCATED IN COUNTY OWNED BLDGS"
2009-006-02-23-MEG

SPECIFICATIONS/REQUIREMENTS

SCOPE: This contract is a full service type of contract. Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

GENERAL PROVISIONS

SCOPE OF CONTRACT: This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.

(b) Time of performance (i.e. hours of day, days of week, etc.)

(c) Place of performance of the services.

(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

LOCATIONS: To the following elevators to be serviced, but not limited to:

Hidalgo County Administration Bldg.
100 E. Cano
Edinburg, Texas 78539

4 Elevators:
2 to Second Floor only, on West side and
2 to Fifth Floor on East side.

Hidalgo County Courthouse Bldg.
100 N. Closner (HSO Substation)
Edinburg, TX 78539

2 Elevators:
1 to Basement only, on East side.
1 to Third Floor only, on East side and

POC: Daniel Flores, Director of Buildings & Grounds
956-318-2646 x 2647

EQUIPMENT

The following is a list of equipment to be serviced.

(A) HYDRAULIC ELEVATORS: Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

REPLACEMENT PARTS: Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

(a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

(b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

1. Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) ELECTRIC ELEVATORS: Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibes or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Buildings & Grounds Director Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

SITE VISIT: Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Buildings & Grounds at (956)318-2646/ 2647.

EXCLUDED ITEMS: Vendor shall not be held responsible for refinishing, repairing, or replacement of cat enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS: Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Buildings & Grounds, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Buildings & Grounds, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS: Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Buildings & Grounds. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Buildings & Grounds.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS: Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Buildings & Grounds, or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Buildings & Grounds, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Buildings & Grounds, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Buildings & Grounds, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Vendor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES: Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS: Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE: The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

ThyssenKrupp Elevator

February 17th, 2009

Branch Office:

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(361) 299-0502 fax

Rio Grande Valley Office

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(956) 233-1208 fax

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager
Donnye Mayfield	Service Manager
Kristin Smith	Sales Representative
Carl Buxton	Sales Representative
Gloria McGrew	Office manager
Glenda Cook	Accounting

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager

Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Mechanic / So. Padre Island & Lower Valley, Laredo
Lee Fleck	Service Technician/Mechanic / So. Padre Island & Laredo
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Dos Myrick	Construction/ Mechanic
Danny Villarreal	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Billy Reed	Service Repair/Mechanic / Victoria, Laredo, Corpus Christi, RGV
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxton	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo
Clinton Kaiser	Construction/Mechanic
Jorge Velasquez	Construction/Helper

RESPONSIBILITY OF VENDOR: (a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b)Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES: The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

(1) The initial term of this contract will be for one (1) year period.
(2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
(3) Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.
(4) Hidalgo County reserves the right to award the bid **to MULTIPLE** bidders if the County determines it is in its best interest to do so.
(5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6.) Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.
7.) **Hidalgo County** has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

A. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for

all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information Regarding This Project Can Be Addressed In Writing, To The Hidalgo County Purchasing Department. Hidalgo County Is Also Requesting That Any And All Questions, Inquiries And Clarifications Regarding Quotes, Bids, Proposal Or Statement Of Qualifications Be Addressed To Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY, FEBRUARY 16, 2009 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. WEDNESDAY, FEBRUARY 18, 2009.

EXHIBIT "B"

BID PAGE

Exhibit "B"

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS
LOCATED IN COUNTY OWNED BLDGS"
2009-006-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE					
COURTHOUSE 100 N CLOSNER	2 UNITS $558 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
ADMINISTRATION 100 E CANO	4 UNITS $1,050 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
TOTAL COST	$1,608 PER MO.		$0.00	$0.00	$0.00

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1 ROY RANGEL	27 YEARS	NEIEP - NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM
2 MARK CASTRO	14 YEARS	NEIEP
3 DON PRESCOTT	28 YEARS	NEIEP
4 BOBBY SCHUMANN	30 YEARS	NEIEP

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR

ADDRESS: 5449 BEAR LANE, SUITE 406

CITY: CORPUS CHRISTI STATE: TEXAS ZIP CODE: 78405

PHONE No: (800) 334-8984 FAX No: (361) 299-0502

AUTHORIZED SIGNATURE: Gregg Laznovsky

PRINTED NAME: GREGG LAZNOVSKY

TITLE: SALES MANAGER DATE: 02/17/09

EMAIL: gregory.laznovsky@thyssenkrupp.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 09/11/2008

PRODUCER
Willis of Illinois, Inc.
10 S. LaSalle St., Ste. 3000
Chicago IL 60603

Helen Chen Ph:312-621-4775 Fx:312-621-6865

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
THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C: Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENRL LBLTY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	1225204	10/01/2007	10/01/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,000,000 $ $2,000,000 $ $5,000 $ $2,000,000 $ $2,000,000 $ Included
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	ASKY91438879018 (AOS) ASJY91438879038 (PR)	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $2,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC4285045 (AOS) WLRC42850470 (CA) SCFC42850469 (WI)	10/01/2008	10/01/2009	X WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	$ 1,000,000 $ 1,000,000 $ 1,000,000

OCT 07 2008 2:16PM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: ELEVATOR MODERNIZATION JOB# 077BX5710-11 HIDALGO COUNTY COURTHOUSE - EDINBURG, TX
Upon awarding of Contract, their company will issue the insurance with the information for this area.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 ESAT CANO
EDINBURG TX 78539

CANCELLATION

BHOR-7JDKUL

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: Karen A. Chambers

ACORD 25 (2001/08)

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ADDITIONAL INFORMATION

PRODUCER Willis of Illinois, Inc. 10 S. LaSalle St., Ste. 3000 Chicago IL 60603	Company E	Date 09/11/2008 12:00:00 AM
	Company F	
INSURED THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034	Company G	
	Company H	

TEXT

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
HIDALGO COUNTY

CERTIFICATE HOLDER COUNTY OF HIDALGO 100 ESAT CANO EDINBURG TX 78539	**Serial #:** BHOR-7JDKUL

AI-14225 **22.F.1.**

BCAP Pct. No. 1 - WA #1 - Round III - Izaguirre Engineering Group, LLC

CC REGULAR

Date:	03/03/2009
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 consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $42,795.06) with Izaguirre Engineering Group, LLC to provide Engineering services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round III Projects. C-CAP-09-003-01-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

Funds available as of 02-27-09
Please see attached expense report

9-1312-431-00-121-120-0-334 Available balance as of 02-27-09 $8,802.91
9-1312-431-00-121-423-0-334 Available balance as of 02-27-09 $6,526.69
9-1312-431-00-121-958-0-334 Available balance as of 02-27-09 $27,465.46

Attachments

Link: WA NO. 1 Izaguirre Engineering Pct. No. 1

Link: Fund Balance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:34 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:44 AM	APRV
3	Veronica Lopez	Veronica Lopez	02/27/2009 09:39 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/24/2009 05:16 PM

Final Approval Date: 02/27/2009

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-09-003-01-20
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 Mcallen 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 1 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 $42,795.06. 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, 6, and 7 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 April 16, 2010.

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 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:
IZAGUIRRE ENGINEERING GROUP, LLC.

_____
By: Diana Izaguirre, 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

IZAGUIRRE
Engineering Group LLC.

Engineering Rates:

Position/Title:	FY 2009 Hourly Rate
Principal	$ 155.00
Senior Engineer	$ 145.00
Project Engineer	$ 135.00
Civil Engineer	$ 120.00
Senior Engineer Tech	$ 80.00
GIS Analyst	$ 75.00
CADD-Design Tech	$ 65.00
Utility Coordinator	$ 45.00
Clerical	$ 35.00
Runner	$ 25.00
Surveying	*Contract Rate*

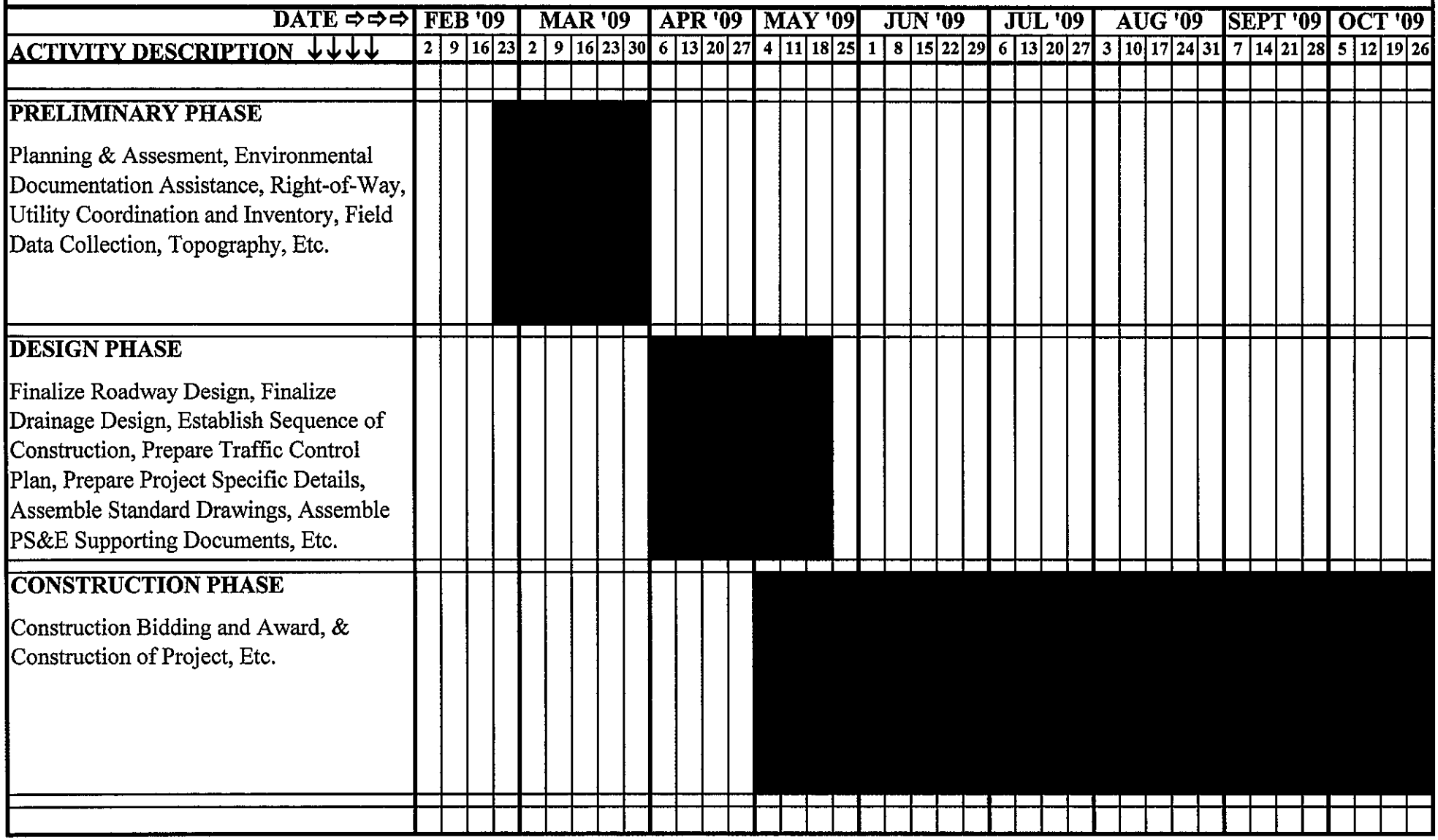
7413 N. La Homa Rd. Mission Tx 78574
Phone: (956)240-0749
Fax: (956) 584-0049

PROJECT SCHEDULE

BRENDA GAY SUBDIVISION

County of Hidalgo , Texas

as of February 23, 2009



PROJECT SCHEDULE

LOS CASTILLOS SUBDIVISION

County of Hidalgo , Texas

as of February 23, 2009

DATE ⇨⇨⇨	FEB '09				MAR '09					APR '09				MAY '09				JUN '09					JUL '09				AUG '09					SEPT '09				OCT '09			
ACTIVITY DESCRIPTION ↓↓↓↓	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
PRELIMINARY PHASE Planning & Assesment, Environmental Documentation Assistance, Right-of-Way, Utility Coordination and Inventory, Field Data Collection, Topography, Etc.																																							
DESIGN PHASE Finalize Roadway Design, Finalize Drainage Design, Establish Sequence of Construction, Prepare Traffic Control Plan, Prepare Project Specific Details, Assemble Standard Drawings, Assemble PS&E Supporting Documents, Etc.																																							
CONSTRUCTION PHASE Construction Bidding and Award, & Construction of Project, Etc.																																							

PROJECT SCHEDULE

CHAPA No.2 SUBDIVISION

County of Hidalgo , Texas

as of February 23, 2009

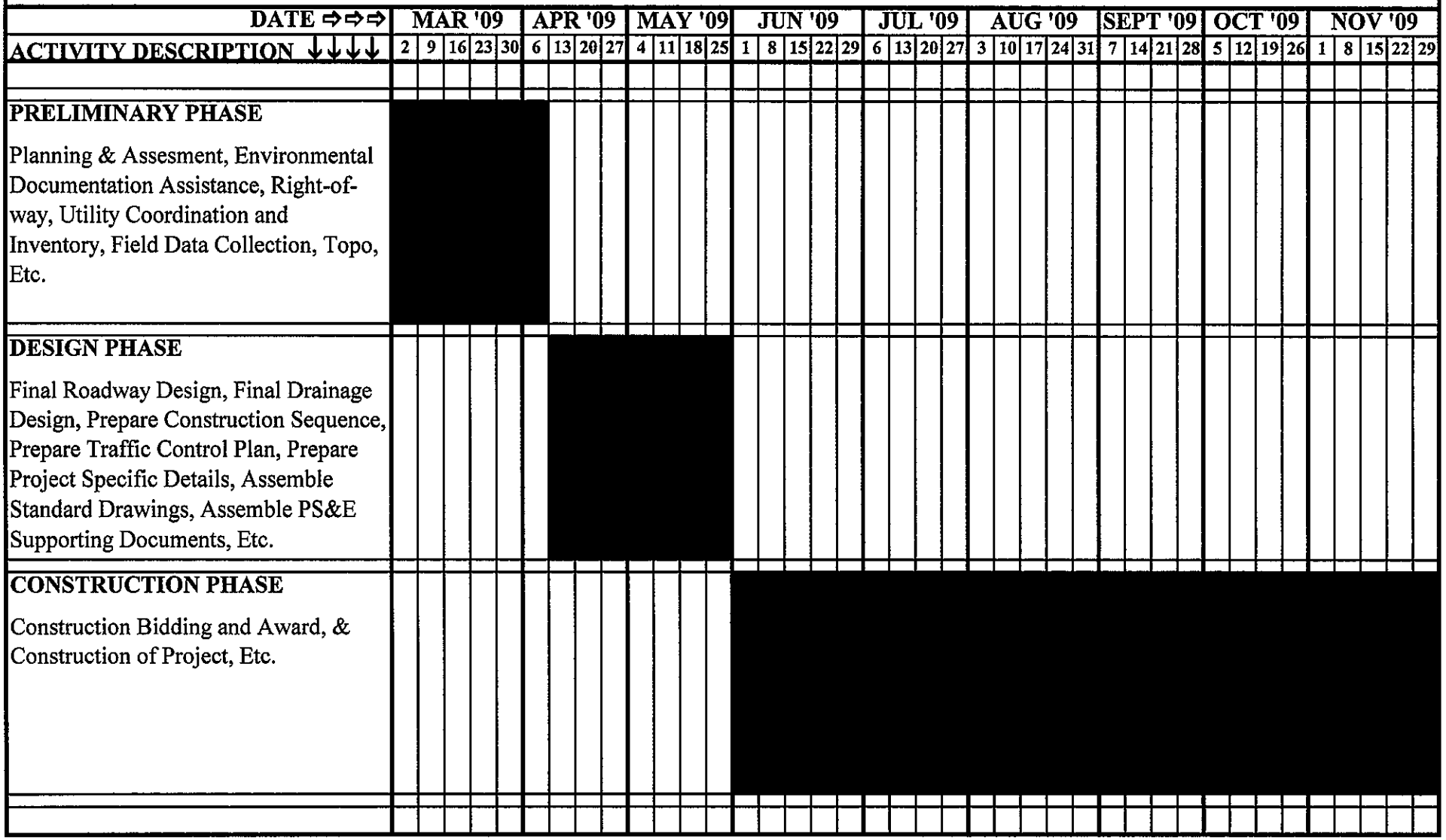


EXHIBIT "D1"

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	=	**$42,795.06**	
Phase I	=	40% of the **Service Fee**	$17,118.03
Phase II	=	40% of the **Service Fee**	$17,118.02
Phase III	=	20% of the **Service Fee**	$8,559.01

Cost Proposal for Round III

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee	Total
Brenda Gay	1	Alice Street	3C1080120	1275	$ 2,000.66	$ 6,802.25	$ 8,802.91
Chapa #2	2	Interior Loop & Belen St,	3C1080958	3339	$ 6,242.15	$ 21,223.31	$ 27,465.46
Los Castillos Est.	1	Amanda Street	3C1080423	1290	$ 1,483.34	$ 5,043.35	$ 6,526.69
						Total	$ 42,795.06

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							
9-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	8,802.91	.00	.00	.00	8,802.91	.00
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	6,526.69	.00	.00	.00	6,526.69	.00
9-1312-431-00-121-958-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	27,465.46	.00	.00	.00	27,465.46	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**42,795.06**	**.00**	**.00**	**.00**	**42,795.06**	**.00**
9 YEAR		**42,795.06**	**.00**	**.00**	**.00**	**42,795.06**	**.00**

AI-14274 **22.G.1.**

BCAP Precinct No. 2, 3rd call

CC REGULAR

Date:	03/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marcie Jackson
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of : Los Encinos #2, a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-122-891-0-733/734

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

BUDGETARY IMPACT:

Available balance in 733 & 734 is $104,425.00 & $78,986.67 (respectively) as of 2/27/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:59 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:52 AM	APRV
3	Dale Kennan	Dale Kennan	02/27/2009 02:55 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yvette Islas Started On: 02/25/2009 05:28 PM

Final Approval Date: 02/27/2009

AI-14272 **22.G.2.**

BCAP Precinct No. 2, 3rd call

CC REGULAR

Date:	03/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marcie Jackson
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.2

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of: Los Encinos #1 a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-890-0-733/734

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

BUDGETARY IMPACT:

No additional documentation provided. For funding availability please see the attached 2009 BCAP expense report (dated 2/27/09).

Attachments

Link: 2009 BCAP Exp Rpt for Los Encinos #1 2-27-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 05:57 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:51 AM	APRV
3	Dale Kennan	Dale Kennan	02/27/2009 01:59 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yvette Islas — Started On: 02/25/2009 05:18 PM

Final Approval Date: 02/27/2009

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							
9-1312-431-00-122-890-0-312	LOS ENCINOS #1 SUBD-INDIRECT COSTS	1,687.77	.00	.00	.00	1,687.77	.00
9-1312-431-00-122-890-0-334	LOS ENCINOS #1SUBD-ENGINEER & ARCH SRV	7,829.76	1,565.95	6,263.81	6,263.81	.00	100.00
9-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	.00	.00	.00	2,491.29	.00
9-1312-431-00-122-890-0-733	LOS ENCINOS #1 SUBD-DRAINAGE DITCHES	39,585.00	.00	.00	.00	39,585.00	.00
9-1312-431-00-122-890-0-734	LOS ENCINOS #1 SUBD-SUBDIVISION STREETS	31,519.48	.00	.00	.00	31,519.48	.00
9-1312-431-00-122-890-0-899	LOS ENCINOS #1 SUBD-CONTINGENCY	1,359.47	.00	.00	.00	1,359.47	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**84,472.77**	**1,565.95**	**6,263.81**	**6,263.81**	**76,643.01**	**9.27**
9 YEAR		**84,472.77**	**1,565.95**	**6,263.81**	**6,263.81**	**76,643.01**	**9.27**

AI-14184 **22.G.3.**

BCAP Pct. No. 2 - WA #1 - Round III - Raba-Kistner Consultants, Inc.

CC REGULAR

Date:	03/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of $41,299.16) with Raba-Kistner Consultants, Inc. to provide Construction Material Testing services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Round III Projects. C-CAP-08-023-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-XXX-X-339

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

BUDGETARY IMPACT:

Funding available as of 2-27-09.

Attachments

Link: Work Authorization No. 1 Raba-Kistner and Fund Balance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:22 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Dale Kennan	Dale Kennan	02/27/2009 08:35 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/23/2009 10:29 AM

Final Approval Date: 02/27/2009

EXHIBIT "D"

HIDALGO COUNTY
Professional Engineering Services
Contract #C-CAP-08-023-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 01

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 Raba-Kistner Consultants, Inc. professional engineers of McAllen, 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 3rd Call Colonias Access Program projects: Aldamas, Los Encinos #'s 1 & 2, Miller Resub Lot A and Rancho Escondido Subdivisions. Projects are located in Precinct 2.

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 **$41,299.16.** 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.1 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 _____.

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 # 02,** Commissioner **Hector "Tito" Palacios** as to content and detail of this **Work Authorization Number 01.**

HIDALGO COUNTY

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:
Raba-Kistner Consultants, Inc.

By: _____

Printed Name: _____

Title: _____

THE OWNER:
HIDALGO COUNTY

By: _____

Printed Name: **Juan D. Salinas, III**

Title: **Hidalgo County Judge**

ATTEST:

By: _____

Printed NameTitle: **Arturo Guajardo, Jr.**

Title: **Hidalgo County Clerk**

Hidalgo County

Expenditure Summary Report

Standard Report Format

unt No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
BORDER COLONIA ACCESS PROGRAM ROUND 3							
2-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	.00	.00	.00	4,022.87	.00
2-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	.00	.00	.00	13,245.15	.00
2-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	.00	.00	.00	2,491.29	.00
2-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	.00	.00	.00	6,419.41	.00
2-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	.00	.00	.00	15,120.44	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**41,299.16**	**.00**	**.00**	**.00**	**41,299.16**	**.00**
9 YEAR		**41,299.16**	**.00**	**.00**	**.00**	**41,299.16**	**.00**

AI-14186 **22.H.1.**

CHANGE ORDER NO.1 AMBERLAND SUBDIVISION

CC REGULAR

Date:	03/03/2009
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 (decrease) with contractor Valley Paving, Inc. for Amberland Subdivision for material and work adjustments in the amount of $-6,555.00 as submitted through project engineer, Hinojosa Engineering, Inc. C-CAP-08-013-07-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-042-0-733

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

BUDGETARY IMPACT:

Amount available in PO#608397 is:

9-1311-431-00-123-042-0-734; $6,608.22
9-1311-431-00-123-042-0-733; $16,910.00-6,555.00=$10,355.00 (Drainage Section)
9-1203-431-00-123-005-0-734; $19,393.03

Attachments

Link: Change Order No. 1 Amberland Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:22 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:24 PM	APRV
3	Roland Garcia	Rolando Garcia	02/27/2009 08:42 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 02/23/2009 10:51 AM

Final Approval Date: 02/27/2009

CHANGE ORDER

No. 1

DATE OF ISSUANCE _____ EFFECTIVE DATE 02/12/09

OWNER Hidalgo County
CONTRACTOR Valley Paving, Inc.
Contract: Hidalgo County
Project: Hidalgo County Pct. No. 3 - Amberland Subd.
OWNER's Contract No. _____ ENGINEER's Contract No. _____
ENGINEER Hinojosa Engineering

You are directed to make the following changes in the Contract Documents:
Description:

Remove RCP (CL3-15")

Reason for Change Order:
No longer used due to redesign of plans because of conflict with waterline.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 103,498.63	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 1: $ -0-	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: $ 103,498.63	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) of this Change Order: $ (6,555.00)	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: $ 96,943.63	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:
By: _____
ENGINEER (Authorized Signature)
Date: _____

APPROVED:
By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
CONTRACTOR(Authorized Signature)
Date: 02/12/09

Tabulation of Change Order No.1
Amberland Subdivision
Colonia Access Program Project - Precinct No.3
Contract No.CAP-08-013-07-11
Contractor: Valley Paving, Inc.

		Original Bid				Change Order No.1			(+)increase/
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(-)decrease
Roadway									
100	Preparing ROW	13.07	STA	$ 750.00	$9,802.50	13.07	$ 750.00	$9,802.50	$0.00
134	Backfill	13.07	STA	$ 150.00	$1,960.50	13.07	$ 150.00	$1,960.50	$0.00
247	Flex Base (8")	903.50	CY	$ 26.00	$23,491.00	903.50	$ 26.00	$23,491.00	$0.00
251	Reworking Base Material (DC) (TY D CL2)	903.50	CY	$ 3.25	$2,936.38	903.50	$ 3.25	$2,936.38	$0.00
262	Lime Trt for BS Crse	3,850.00	SY	$ 2.50	$9,625.00	3,850.00	$ 2.50	$9,625.00	$0.00
262	Lime (TY A Slurry), (TY B or TY C)	19.34	TON	$ 150.00	$2,901.00	19.34	$ 150.00	$2,901.00	$0.00
310	Prime Coat (MC-30)	706.00	GAL	$ 4.00	$2,824.00	706.00	$ 4.00	$2,824.00	$0.00
340	Asphalt Concrete Pavment Type "D"	3,475.00	SY	$ 6.55	$22,761.25	3,475.00	$ 6.55	$22,761.25	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 3,685.00	$5,527.50	1.50	$ 3,685.00	$5,527.50	$0.00
506	Construction Exits (TY 2) (Install)	72.50	SY	$ 25.00	$1,812.50	72.50	$ 25.00	$1,812.50	$0.00
506	Construction Exits (TY 2) (Remove)	72.50	SY	$ 10.00	$725.00	72.50	$ 10.00	$725.00	$0.00
5249	Temp Sediment Control Fence	208.00	LF	$ 4.50	$936.00	208.00	$ 4.50	$936.00	$0.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	$ 2.00	$416.00	208.00	$ 2.00	$416.00	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.50	SY	$ 12.00	$870.00	72.50	$ 12.00	$870.00	$0.00
Drainage									
464	RCP (CL III) (18")	84	LF	$ 25.00	$2,100.00	84	$ 25.00	$2,100.00	$0.00
464	**RCP (CL III) (15")**	**285**	**LF**	**$ 23.00**	**$6,555.00**	**0**	**$ 23.00**	**$0.00**	**-$6,555.00**
467	Safety End Treatment	2	EA	$ 850.00	$1,700.00	2	$ 850.00	$1,700.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	55	SY	$ 12.00	$660.00	55	$ 12.00	$660.00	$0.00
530	Driveways (Ty PRB-1) (Concrete)	131	SY	$ 45.00	$5,895.00	131	$ 45.00	$5,895.00	$0.00
									-$6,555.00
				Roadway:	$86,588.63		Roadway:	$86,588.63	
				Drainage:	$16,910.00		Drainage:	$10,355.00	
				TOTAL	$103,498.63		**Totals:**	$96,943.63	

AI-14277 **22.H.2.**

BCAP Precinct No. 3, 3rd call

CC REGULAR

Date:	03/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marcie Jackson
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of: Ramon Leal, a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-591-0-733/734

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

BUDGETARY IMPACT:

Funds available as of 02/27/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 06:03 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:55 AM	APRV
3	Sylvia Solis	Sylvia Solis	02/27/2009 10:46 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yvette Islas Started On: 02/25/2009 05:42 PM

Final Approval Date: 02/27/2009

AI-14276 **22.H.3.**

BCAP Precinct No. 3, 3rd call

CC REGULAR

Date:	03/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marcie Jackson
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of: La Homa Grove Estates, a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-380-0-733/734

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

BUDGETARY IMPACT:

9-1312-431-00-123-380-0-733 Available balance as of 02-27-09 $37,410.00

9-1312-431-00-123-380-0-734 Available balance as of 02-27-09 $87,269.25

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 06:03 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:54 AM	APRV
3	Veronica Lopez	Veronica Lopez	02/27/2009 10:23 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yvette Islas Started On: 02/25/2009 05:37 PM

Final Approval Date: 02/27/2009

AI-14217 **22.I.1.**

Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc.

CC REGULAR

Date:	03/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommeding award of bid and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office- "Service & Maintenance for Generators at the Adult Detention Facility (aka, County Jail), Law Enforcement Center, Etc." (RFB No. 2009-007-MEG).

BACKGROUND

1.Current Contract expires on March 1, 2009
2. Draft Contract Document form was previously approved by Legal Counsel on January 26, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

$28,212.60 available balance as of 02/27/08.

Attachments

Link: Bid Tabulation/Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:34 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:42 AM	APRV
3	Rey Salazar	Rey Salazar	02/27/2009 07:47 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Elena Gomez			Started On: 02/24/2009 02:49 PM	
Final Approval Date: 02/27/2009				

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

BID OPENING DATE: FEBRUARY 23, 2009	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE/MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC. "

BID NO: 2009-007-02-23-MEG

	NAME OF COMPANY	ACKNOWLEDGEMENT
1.	Holt Texas	✓
2.	Power Pro- Tech Services	✓
3.	Southern Plains	✓
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE

"Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc.".

BID NO. 2009-007-02-23-MEG

Description Of Generators	HOLT TEXAS AMOUNTS						POWER PRO-TECH SERVICES AMOUNTS						SOUTHERN PLAINS AMOUNTS					
	QTRLY PM1	ANNUAL PM2	TRIENNIAL PM3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE	QTRLY PM1	ANNUAL PM2	TRIENNIAL PM3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE	QTRLY PM1	ANNUAL PM2	TRIENNIAL PM3	LOAD BANK TESTING	AUTO TRANSFER	FUEL ANNUAL PRICE
A. (1) P.M. LEVEL 2 Recommended							**A. (1) P.M. LEVEL 2 Recommended**						**A. (1) P.M. LEVEL 2 Recommended**					
1. Cat 3512 B	0.00	2200.00	0.00	995.00	140.00	125.00	150.00	925.00	0.00	0.00	0.00	0.00	0.00	890.00	0.00	1700.00	100.00	126.00
2. Cat 3512 B	0.00	2200.00	0.00	995.00	140.00	125.00	150.00	925.00	0.00	0.00	0.00	0.00	0.00	890.00	0.00	1700.00	100.00	126.00
3. Cat 3412 C	0.00	1400.00	0.00	995.00	140.00	125.00	150.00	695.00	0.00	0.00	0.00	0.00	0.00	709.00	0.00	1400.00	100.00	126.00
B. (1) P.M. LEVEL 3 Recommended every (3) Three years							**B. (1) P.M. LEVEL 3 Recommended every (3) Three years**						**B. (1) P.M. LEVEL 3 Recommended every (3) Three years**					
4. Cat D-304	0.00	0.00	1600.00	695.00	140.00	125.00	150.00	440.00	1903.00	0.00	0.00	0.00	0.00	0.00	2895.00	900.00	100.00	126.00
5. Kohler 250	0.00	0.00	2100.00	695.00	140.00	125.00	150.00	345.00	1673.00	0.00	0.00	0.00	0.00	0.00	3245.00	1400.00	100.00	126.00
6. Generac	0.00	0.00	1600.00	695.00	140.00	125.00	150.00	275.00	1398.00	0.00	0.00	0.00	0.00	0.00	2005.00	400.00	100.00	126.00
C. (3) P.M. LEVEL 1 Recommended Quarterly							**C. (3) P.M. LEVEL 1 Recommended Quarterly**						**C. (3) P.M. LEVEL 1 Recommended Quarterly**					
1. Cat 3512 B	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	1500.00	200.00	120.00	245.00 ea	0.00	0.00	0.00	0.00	0.00
2. Cat 3512 B	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	1500.00	200.00	120.00	245.00 ea	0.00	0.00	0.00	0.00	0.00
3. Cat 3412 C	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	1500.00	200.00	120.00	245.00 ea	0.00	0.00	0.00	0.00	0.00
4. Cat D 304	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	700.00	200.00	120.00	245.00 ea	0.00	0.00	0.00	0.00	0.00
5. Kohler 250	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	700.00	200.00	120.00	245.00 ea	0.00	0.00	0.00	0.00	0.00
6. Generac	$ 675.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	700.00	200.00	120.00	210.00 ea	0.00	0.00	0.00	0.00	0.00
TOTAL BID	**$ 4050.00**	**$ 5800.00**	**$ 5300.00**	**$ 5070.00**	**$ 840.00**	**$ 750.00**	**$ 2700.00**	**$ 3605.00**	**$ 4974.00**	**$ 6300.00**	**$ 1200.00**	**$ 720.00**	**$ 4200.00**	**$ 2489.00**	**$ 8145.00**	**$ 7500.00**	**$ 600.00**	**$ 756.00**

Technician Fees:	**PRICES**
Normal Hours: 8-5 p.m.	$ 97.50
After Hours: 5pm-8 am	$ 146.50
Mark up Rates:	40 %
Other:	

Technician Fees:	**PRICES**
Normal Hours: 8-5 p.m.	$ 75.00
After Hours: 5 p.m.-8 a.m.	$ 112.50
Mark up Rates:	20 %
Other:	Emergency call out $ 105./hr (3 hr. minimum) mileage $ 1.80/mile

Technician Fees:	**PRICES**
Normal Hours: 8-5 p.m.	$ 97.00
After Hours:	$ 145.00
Mark up Rates:	5%
Other:	0.00

AI-14280 **22.I.2.**

Purchase of Six (6) New 2009 Expedition's
CC REGULAR

Date:	03/03/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors; Six (6) New 2009 Ford Expedition's; in the amount not to exceed $280,000.00 which includes buy-board pricing and accessories. (Project #2009-124-OGG)

BACKGROUND

As requested by Tereso Contreras, Quartermaster's Office the following units will be funded through Stone Garden Grant funds.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 09-1228-421-00-280-006-0-741/09-1284-421-00-280-04

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Funding has been provided by Stone Garden Grant under the following account numbers for a total of $280,000.00:
09-1228-421-00-280-006-0-741 ($36,423.00)
09-1284-421-00-280-047-1-741 ($243,577.00)
REQUISITION NO: 00149985

Attachments

Link: 09-124

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/27/2009 04:25 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 04:28 PM	APRV
3	Rey Salazar	Rey Salazar	02/27/2009 04:40 PM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Oscar Garza Started On: 02/26/2009 09:56 AM

Final Approval Date: 02/27/2009

Date Entered: 2-25-09
Requisition #: 149985
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

DATE: February 23, 2009
REQUESTED BY: Tereso Contreras, Quartermaster's Office
BUDGET: 09-1228-421-00-280-006-0-741= $36,423.00
09-1284-421-00-280-047-1-741= $243,577.00
OBJECT NUMBER: 741- Vehicles
CURRENT BALANCE: $36,423.00
CURRENT BALANCE: $243,577.00
EXPENDITURE AMOUNT: $36,423.00
EXPENDITURE AMOUNT: $243,577.00
NEW BALANCE: $0.00
NEW BALANCE: $0.00
PURPOSE FOR EXPENDITURE: Vehicles To Be Issued Out To Patrol Deputies

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	Fully Equipped 2009 Black 4x4 Ford ExpeditionWith Emergency Lights & Decals		6	Each	$22,177.00	$133,062.00
2	Optional Equipment Package		6	Each	$35,223.00	$211,338.00
3	Minus Downgrade to HCSO Equipment Package		6	Each	-$10,800.00	-$64,800.00
4	Buyboard Administrative Fee ($400 per purchase order)		1	Each	$400.00	$400.00

SHIPPING: (N/A) **$0.00**
GRAND TOTAL: **$280,000.00**
ESTIMATED DELIVERY DATE:

INTERNAL NOTES: N/A

Awarded Vendor : **Philpott Motor Company** **888-858-7801**
P.O. Box 876 **CONTACT PERSON: Alan Wiley**
Port Neches, Texas 77651 **$280,000.00**

BUYBOARD CONTRACT #281-07

AUTHORIZED BY: _____ DIVISION COMMANDER
APPROVED BY: _____ ADMINISTRATIVE LIEUTENANT
REVIEWED BY: _____ PROCUREMENT SPECIALIST
APPROVED BY: _____ CHIEF DEPUTY

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 13-Jan-09

Product Description: 2009 FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD	41K	SKID PLATES	$ 94.00
	5.4L AUTOMATIC	STD			
DD	FACTORY DESTINATION CHG	$ 925.00		MAVRON EQUIPMENT PACKAGE	$ 31,800.00
	FRONT/REAR A/C AND HEAT	STD		SEE DOWNGRADE BELOW IN	
	AM-FM CD TILT/CRUISE	STD		SECTION C FOR EQUIPMENT	
	SIDE AIR BAGS	STD		AS PER LIST FROM RICHARD	
	POWER DRIVERS SEAT	STD		OZUNA	
	CLOTH BUCKETS FRONT	STD			
	VINYL MIDDLE SEAT	STD			
	RUBBER FLOOR	STD			
	NO 3RD ROW SEAT	NOTE			
9U16	2009 4X4 UPGRADE,	$ 1,996.00			
186	RUNNING BOARDS	$ 408.00			

Total of B. Published Options: $ 35,223.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= -18.8 %

Options	Bid Price	Options	Bid Price
DOWNGRADE TO HCSO EQUIPMENT PKG	$ (10,800.00)		
DOES NOT INCLUDE A DOCKING			
STATION FOR THE CF74 COMPUTER			
INCLUDES ALL OTHER EQUIPMENT			
STEALTH GRAPHICS & INSTALLATION			
		BLACK EXTERIOR	COLOR
		ESTIMATED DELIVERY IN 120-180 DAYS	NOTE

Total of C. Unpublished Options: $ (10,800.00)

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 46,600.00

G. Quantity Ordered 6 **x F =** $ 279,600.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 280,000.00

1 Ford Expedition 4x4 black in color patrol model
1 Motorola PM 1500 VHF radio
4 Led dual light stick with 2 headliner bracket and 4 L brackets
1 sho-me 6 port strobe package 6 for corner lights
1 sho-me led par-36l red/blue front grill lights clear lens with mounting brackets
1 golden eagle II radar with dual antenna
1 whelen par 315 siren speaker with bracket
1 wig wag flasher
1 flashlight charger
1 1/4 wave antenna roof mount
1 whelen 9 functional siren control toggle switch for activation of emergency lights
1 CF74 Panasonic tough book lap top computer
1 front and real prisoner cage
1 computer mount
1 Data radio mobil pac UHF company dataradio inc.
1 prisoner cage mount shotgun rack big sky with handcuff release for Remington 870 model
1 push bar
1 graphics stealth
1 Rubbermaid container
1 water jug
1 fire extinguisher
1 havis shield center console with track mount and cup holder
1 safety vision digital hard drive camera system with rear prisoner camera
1 whelen tam85 rear directional led right bar
1 rear window guards

need 6 fully equipped expeditions with the above mentioned items
to include installation

AI-14125 **22.J.1.**

Requesting approval of Lexis Nexis Agreement
CC REGULAR

Date:	03/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** District Attorney

Information

CAPTION

A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. District Attorney

BACKGROUND

Agreement should be effective from 3/1/09 thru 08/31/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-080-002-0-342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 2-19-09 $2,049.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1222-412-00-080-006-0-342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 2-19-08 $2,372.00.

Attachments

Link: Lexis Nexis Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:22 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 11:33 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/25/2009 11:31 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Rocio Villarreal

Started On: 02/18/2009 04:39 PM

Final Approval Date: 02/27/2009

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION
NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	Hidalgo County District Attorney	**Account Number:**	123DSK

	Extension Period			Monthly Commitment	
Beginning	**3/1/09**	**to**	**8/31/09**	**$**	**314**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 3/1/09. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland, Esq.
Account Manager, TX, State & Local Government
214-941-7055
800-238-5853 x7393
214-220-7300
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 1st of March.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

AI-14229 **23.D.**

Claim of AmeriCana RV Resort

CC REGULAR

Date:	03/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AmeriCana RV Resort

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:44 AM	APRV
2	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/25/2009 10:29 AM

Final Approval Date: 02/27/2009

AI-14301 **23.E.**

C-194-09-F; La Joya ISD v. Hidalgo County, Hiram Garcia, et al

CC REGULAR

Date:	03/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-194-09-F; La Joya ISD v. Hidalgo County, Hiram Garcia, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 10:31 AM	APRV
2	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Monica Badillo — Started On: 02/27/2009 10:06 AM

Final Approval Date: 02/27/2009

AI-14230 **24.D.**

Claim of AmeriCana RV Resort

CC REGULAR

Date:	03/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AmeriCana RV Resort

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/26/2009 07:44 AM	APRV
2	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/25/2009 10:32 AM

Final Approval Date: 02/27/2009

AI-14302 **24.E.**

C-194-09-F; La Joya ISD v. Hidalgo County, Hiram Garcia, et al

CC REGULAR

Date:	03/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-194-09-F; La Joya ISD v. Hidalgo County, Hiram Garcia, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/27/2009 10:31 AM	APRV
2	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Monica Badillo — Started On: 02/27/2009 10:08 AM

Final Approval Date: 02/27/2009