AI-17117 **2.A.**

Intradepartmental Transfer - Master Court 1

CC CONSENT

Date: 09/01/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Alice Garces
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Master Court I (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-412-00-031-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

630 - -> 583 = $100.00

Available balance as of 8/24/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2009 04:19 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:19 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:34 PM	APRV

Form Started By: Perla Lopez
Started On: 08/24/2009 10:44 AM

Final Approval Date: 08/28/2009

DATE: **September 1, 2009**

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Budget & Management for Master Court 1**

ACCOUNT NUMBER: **9-1100-412-00-031-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
630	Master Court - Food	**583**	Master Court - Travel out of County	**100.00**
			TOTAL	**100.00**

REASON: **Transfer of funds to cover travel expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-17138 **2.B.**

Line Item Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Rachel Segura, COUNTY COURT #4
Submitted For:	Rachel Segura
Department:	COUNTY COURT #4
Agenda Category:	Budget and Management

Information

CAPTION

2009 - County Court at Law #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

890-->601 $ 1,176.97; funds available as of 08/26/09
890-->745 $ 2,358.40; funds available as of 08/26/09
890-->664 $ 548.49; funds available as of 08/26/09

Attachments

Link: Line Item Transfer revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 04:21 PM	APRV
2	Ana Galvan	Anna Galvan	08/26/2009 04:36 PM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:36 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2009 04:01 PM	APRV

Form Started By: Rachel Segura Started On: 08/25/2009 02:13 PM

Final Approval Date: 08/28/2009

INTRADEPARTMENTAL TRANSFER

DATE: **August 25, 2009**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **9-1100-412-00-024-001-0-XXX**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$ 1,176.97
890	OTHER	745	COMPUTER EQUIPMENT	2,358.40
890	OTHER	664	OTHER MINOR EQUIP.	548.49
			TOTAL	$ 4,083.86

REASON: TRANSFER IS NEEDED TO PURCHASE TWO COMPUTERS, OFFICE AND COURTHOUSE SUPPLIES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17227 **2.C.**

CCL #6 - Intradepartmental Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Frank Fuentes
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX

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

BUDGETARY IMPACT:

Funds $8,241.71 available as of 08/28/09. 890->535

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/28/2009 03:57 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 04:22 PM	APRV
3	JC Carreon	JC Carreon	08/28/2009 04:29 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Sylvia Solis Started On: 08/28/2009 01:35 PM

Final Approval Date: 08/28/2009

DATE: August 27, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #6

ACCOUNT NUMBER: 9-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	535	POSTAGE	1,000.00
			TOTAL	1,000.00

REASON:
Intradepartmental transfer to fund anticipated postage expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17140 **2.D.**

Commissioner's Court 9/1/09

CC CONSENT

Date:	09/01/2009
Submitted By:	Dora Lopez, 92ND DISTRICT COURT
Submitted For:	Dora Lopez
Department:	92ND DISTRICT COURT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-001-001-0-XXX

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

BUDGETARY IMPACT:

607-->630 - $ 800.00; Funding available as of 8/26/09.

Attachments

Link: Food-630

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 02:26 PM	APRV
2	Norma Silva	Norma Silva	08/26/2009 02:21 PM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:48 PM	APRV

Form Started By: Dora Lopez Started On: 08/25/2009 02:20 PM

Final Approval Date: 08/28/2009

DATE: **August 31, 2009**

DEPARTMENT HEAD: **Ricardo P. Rodriguez, Jr.**

DEPARTMENT NAME: **92nd Judicial District Court**

ACCOUNT NUMBER: **9-1100-412-00-001-001-0**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
607	Household & Janitorial Supplies	630	Food	**800.00**
			TOTAL	**800.00**

REASON: **For operational expenses/Food for Jurors**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17121 **2.E.**

Intradepartmental Transfer - 139th DC

CC CONSENT

Date: 09/01/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Irma Guzman
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

831 - -> 605 = $300.00

Available balance as of 8/24/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2009 04:17 PM	APRV
2	Norma Silva	Norma Silva	08/25/2009 10:39 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Perla Lopez
Started On: 08/24/2009 03:23 PM

Final Approval Date: 08/28/2009

DATE: **September 1, 2009**

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Budget & Management for 139th DC**

ACCOUNT NUMBER: **9-1100-412-00-003-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
831	139th DC - Court Costs & Investigation	**605**	139th DC - Clothing and Uniforms	**300.00**
			TOTAL	**300.00**

REASON: **Transfer of funds to cover judicial robe expense.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17132 **2.F.**

LINE ITEM TRANSFER

CC CONSENT

Date: 09/01/2009

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2009 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

529-->640 $ 200.00; funds available as of 08/26/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:24 AM	APRV
2	Ana Galvan	Anna Galvan	08/26/2009 01:51 PM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:44 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2009 04:00 PM	APRV

Form Started By: Esther Cantu Started On: 08/25/2009 10:51 AM

Final Approval Date: 08/28/2009

DATE: August 25,2009

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 9-1100-412-00-009-001-0-XXX

SUBJECT: **Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-412-00-009-001-0-529	SURETY & NOTARY BONDS	→	9-1100-412-00-009-001-0-640	REFERENCE MATERIALS	$ 200.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	$ 200.00

REASON: **ADDITIONAL MONIES NEEDED.**

DEPARTMENT HEAD SIGNATURE

September 1, 2009
C.C. Date

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: ARS-CA-017

AI-17200 **2.G.**

Budget Line Item Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 08/27/2009 432->743 $3,500.00

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:42 AM	APRV
2	JC Carreon	JC Carreon	08/27/2009 10:18 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:42 PM	APRV

Form Started By: Edna Kirby Started On: 08/27/2009 09:32 AM

Final Approval Date: 08/28/2009

DATE: September 1, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1100-415-00-200-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
432	INFO TECH DEPT - EQUIP & VEH R&M SERV	743	INFO TECH DEPT - OFFICE FRUN & EQUIP	$3,500.00
			TOTAL	**$3,500.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17170 **2.H.**

Budget Line Item Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Justice Court Tech. (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08/27/2009 665->619 ; 431->342

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:20 AM	APRV
2	JC Carreon	JC Carreon	08/27/2009 10:20 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Edna Kirby Started On: 08/26/2009 03:09 PM

Final Approval Date: 08/28/2009

DATE: September 1, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1242-412-00-060-001-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
665	JUSTICE CRT TECH-MINOR COMPUTER EQUIP.	619	JUSTICE CRT TECH- OTHER MISC SUPPLIES	1,125.00
431	JUSTICE CRT TECH-BLDG&OTHER STRUC R&M SRV	342	INFO & CREDIT SERVICES	$4,120.00
			TOTAL	**$5,245.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-17123 **2.I.**

Intradepartmental Transfer to pay late fees

CC CONSENT

Date: 09/01/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

584-->855 $ 100.00; funds available as of 08-25-09

Attachments

Link: L.I.T. for late fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2009 04:17 PM	APRV
2	Ana Galvan	Anna Galvan	08/25/2009 10:04 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Nielda Cavazos Started On: 08/24/2009 04:12 PM

Final Approval Date: 08/28/2009

DATE: **August 24, 2009**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **9-1100-415-18-160-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
584	Registration Fees	855	Late fees, Penalties & Finance	$ 100.00
			TOTAL	**$ 100.00**

REASON: **Transfer is needed to pay fees thru the remainder of the year.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17224 **2.J.**

Intradepartmental Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-059-0-XXX

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

BUDGETARY IMPACT:

603-->613 - $ 1,000.00; Funding available as of 8/28/09.

Attachments

Link: 9/8/09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 10:51 AM	APRV
2	Norma Silva	Norma Silva	08/28/2009 01:36 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Rosie Luna Started On: 08/28/2009 09:31 AM

Final Approval Date: 08/28/2009

DATE: August 28, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
603	Educational/Instructional Supplies	613	Safety Supplies	1,000.00
			TOTAL	**1,000.00**

REASON: **Line Item Transfer is being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17195 **2.K.**

Intra Dept Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

601-->619 - $ 1,000.00; Funding available as of 8/27/09.
745-->665 - $ 4,000.00; Funding available as of 8/27/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:39 AM	APRV
2	Norma Silva	Norma Silva	08/27/2009 04:17 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Stephanie Palacios — Started On: 08/26/2009 05:11 PM

Final Approval Date: 08/28/2009

DATE: August 26, 2009

ELECTED OFFICIAL: Laura Hinojosa, District Clerk

DEPARTMENT NAME: District Clerk's Office

ACCOUNT NUMBER: 9-1100-412-00-090-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Computer Supplies	619	Other Miscellaneous Supplies	1,000.00
745	Computer Equipment	665	Minor Computer Equipment	4,000.00
			TOTAL	5,000.00

REASON: Transfer monies to the correct object code to cover expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17184 **2.L.**

2009 - D.A. General Fund

CC CONSENT

Date:	09/01/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1100)

BACKGROUND

Transferring monies to cover travel expenses.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 08/27/2009 584->583

Attachments

Link: GFLIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:52 AM	APRV
2	JC Carreon	JC Carreon	08/27/2009 10:22 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Roy Cazares Started On: 08/26/2009 04:22 PM

Final Approval Date: 08/28/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **9/1/2009**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **9-1100-412-00-080-002-0-XXX - GENERAL FUND**
SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
584	Registration fees	→	583	Travel out of County	$5,000
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	**$ 5,000.00**

REASON: Need to cover travel expenses.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-17196 **2.M.**

D.A. Bad Checks Account - 1222

CC CONSENT

Date:	09/01/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - D.A. Bad Checks (1222)

BACKGROUND

Need to pay for computer services.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-27-09

Attachments

Link: DAHCLIT08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:39 AM	APRV
1	Budget & Management	Erika Zamora	08/27/2009 09:39 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:31 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:31 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Roy Cazares Started On: 08/26/2009 05:14 PM

Final Approval Date: 08/28/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **September 1, 2009**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **9-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
748	Other Equipment	→	336	Computer Services	$ 645.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 645.00**

REASON: Monies will be used to cover computer services

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-17131 **2.N.**

LIT

CC CONSENT

Date:	09/01/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Health Ins. Adm. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08/26/2009 665->336 $395.00

Attachments

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:23 AM	APRV
2	JC Carreon	JC Carreon	08/26/2009 12:08 PM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:43 PM	APRV

Form Started By: Angela Garcia Started On: 08/25/2009 10:12 AM

Final Approval Date: 08/28/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 08/25/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM-WORKERS' COMP.

ACCOUNT NUMBER: 9-2202-419-50-115-065-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
665	MINOR COMPUTER EQUIP.	336	COMPUTER SERVICES	$395.00
			TOTAL	**395.00**

REASON: ANNUAL MAINTENANCE AGREEMENT FOR COBRA SOFTWARE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-17155 **2.O.**

WIC

CC CONSENT

Date:	09/01/2009
Submitted By:	Margarita Gonzalez, WIC
Department:	WIC
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC Adm. (1292)

BACKGROUND

9.1292.441.00.350.001.9.
L/Transfer

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08/26/2009

Attachments

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 11:14 AM	APRV
2	JC Carreon	JC Carreon	08/26/2009 12:04 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Margarita Gonzalez Started On: 08/26/2009 10:07 AM

Final Approval Date: 08/28/2009

DATE: 08/25/09

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to yo for yoru consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9	260 Wrokers Comp	9.1292.441.00.350.001.9	114 Reg P/T Employees	6,448.94
9.1292.441.00.350.001.9	115 Longevity	9.1292.441.00.350.001.9	114 Reg P/T Employees	3,147.23
9.1292.441.00.350.001.9	115 Longevity	9.1292.441.00.350.001.9	250 Unemployment	485.22
9.1292.441.00.350.001.9	112 Department Head	9.1292.441.00.350.001.9	250 Unemployment	142.80
9.1292.441.00.350.001.9	212 Life Insurance	9.1292.441.00.350.001.9	211 Health Insurance	1,126.80
9.1292.441.00.350.001.9	112 Department Head	9.1292.441.00.350.001.9	211 Health Insurance	703.20
9.1292.441.00.350.001.9	535 Postage	9.1292.441.00.350.001.9	605 Uniforms	374.00
9.1292.441.00.350.001.9	607 Hsehld & Janitorial Suppl	9.1292.441.00.350.001.9	540 Advertising	1,000.00
9.1292.441.00.350.001.9	535 Postage	9.1292.441.00.350.001.9	601 Office & Comp Supp	500.00
			Total:	13,928.19

To cover for expendiutures for FY 09

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/____/_____ _____

APPROVED COMMISSINERS'S COURT DATE ATTEST COUNTY CLERK

AI-17165 **2.P.**

WIC - EBT

CC CONSENT

Date:	09/01/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria,WIC Director
Department:	WIC
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC EBT (1292)

BACKGROUND

9.1292.441.00.350.009.9
Line Item -EBT

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-009-9-XXX

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

BUDGETARY IMPACT:

601-->619 - $ 4,330.00; Funding available as of 8/27/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:19 AM	APRV
2	Norma Silva	Norma Silva	08/27/2009 02:43 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 08/26/2009 02:18 PM

Final Approval Date: 08/28/2009

DATE: 08/26/09

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.009.9.

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to yo for yoru consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.009.9	601 Office Supplies	→	9.1292.441.00.350.009.9	619 Other Miscellaneous	4,330.00
Total:					4,330.00

REASON: To cover expenses that are to be encumbered for FY 09 grant.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /
Date

ATTEST COUNTY CLERK

AI-17160 **2.Q.**

Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: IRENE CARDENAS, J.P. 1, 2
Department: J.P. 1, 2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. Pct. 1 Pl. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-062-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08/26/2009 664->605 $500.00

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 01:42 PM	APRV
2	JC Carreon	JC Carreon	08/26/2009 02:06 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: IRENE CARDENAS Started On: 08/26/2009 11:41 AM

Final Approval Date: 08/28/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: August 25, 2009

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2 - (062)

ACCOUNT NUMBER: 9-1100-412-00-062-001-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
664	Other Minor Equipment	605	Clothing & Uniforms	$500.00
			TOTAL	**$500.00**

REASON: Transfer funds to purchase judges' robes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-17179 **2.R.**

Adult Probation Gen Fund Budget Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION
2009 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-00-320-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
432-->342 $ 1,000.00; funds available as of 08/27/09

Attachments

Link: Budget Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:23 AM	APRV
2	Ana Galvan	Anna Galvan	08/27/2009 04:11 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Diana Solis Started On: 08/26/2009 04:01 PM

Final Approval Date: 08/28/2009

DATE: AUGUST 26, 2009

DEPARTMENT HEAD: Joe Lopez

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 9-1100-423-00-320-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-423-00-320-001-0-432	Repair & Maint. Svc-Equip & Vehicles	→	9-1100-423-00-320-001-0-342	Information & Credit Services	1,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					$1,000.00

REASON: Telephone Support for the TLETS System.

Joe Lopez

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ___/___/___ **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-17149 **2.S.**

Health Division - Health Adm Line Item Trf

CC CONSENT

Date: 09/01/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Adm. (1100)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Available account balance as of 08-27-09

Attachments

Link: Adm LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 08:30 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:25 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 04:02 PM	APRV

Form Started By: Dan Beltran
Started On: 08/26/2009 08:17 AM

Final Approval Date: 08/28/2009

Date: August 26, 2009
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 9-1100-441-00-340-001-0 Health Adm
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
9-1100-441-00-340-001-0-601	Office & Computer Suppl	9-1100-441-00-340-001-0-613	Safety Supplies	$ 2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-17186 **2.T.**

LINE ITEM TRANSFER

CC CONSENT

Date:	09/01/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

2009 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

320-->855 $ 300.00; funds available as of 08/27/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/26/2009 04:47 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 08:53 AM	APRV
3	Ana Galvan	Anna Galvan	08/27/2009 04:53 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Monica Hinojosa Started On: 08/26/2009 04:28 PM

Final Approval Date: 08/28/2009

DATE: August 26, 2009

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 9-1100-421-00-280-001-0-XXX

SUBJECT: **Intradepartmental Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following Intradepartmenatl transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
9-1100-421-00-280-001-0-320	Professional Services	→	9-1100-421-00-280-001-0-855	Late Fees, Penalties & Finance Charges	$ 300.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				T O T A L	**$ 300.00**

REASON: **TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES.**

Department Head Signature **Date**

Approved Commissioners' Court **Attest County Clerk**

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 02/11/2003

AI-17143 **2.U.**

Line Item Transfer--OCDE Grant

CC CONSENT

Date:	09/01/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office OCDE Grant (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-037-9-XXX

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

BUDGETARY IMPACT:

664-->611 $523.80; available balance as of 08/27/09 $6,000.00
664-->743 $3,800.00; available balance as of 08/27/09 $6,000.00
665-->601 $1,500.00; available balance as of 08/27/09 $1,700.00
665-->611 $200.00; available balance as of 08/27/09 $1,700.00

Attachments

Link: LIT_OCDE.grant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/26/2009 04:42 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 08:16 AM	APRV
3	Ana Galvan	Anna Galvan	08/27/2009 03:44 PM	APRV
4	Auditor's Office	Linda Fong	08/28/2009 03:56 PM	APRV

Form Started By: Emilia Uriegas Started On: 08/25/2009 02:44 PM

Final Approval Date: 08/28/2009

DATE: August 25, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Office

ACCOUNT NUMBER: 9-1284-421-00-280-037-9-XXX - OCDE Grant

SUBJECT: Intradepartmental Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-037-9-664	Other Minor Equipment	→	9-1284-421-00-280-037-9-611	Police Supplies	$ 523.80
9-1284-421-00-280-037-9-664	Other Minor Equipment	→	9-1284-421-00-280-037-9-743	Office Furniture & Equipment	3,800.00
9-1284-421-00-280-037-9-665	Minor Computer Equipment	→	9-1284-421-00-280-037-9-601	Office & Computer Supplies	1,500.00
9-1284-421-00-280-037-9-665	Minor Computer Equipment	→	9-1284-421-00-280-037-9-611	Police Supplies	200.00
		→			
		→			
		→			
		→			
					$ 6,023.80

REASON: To purchase computer laptops, copier, shredder, monitors, memory cards, desk tops, toner, staples, cartridges, mini flashlights, and software.

The OCDE grant will terminate 09/30/09.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-17180 **2.V.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	09/01/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1285)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1285-421-00-293-006-9-XXX

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

BUDGETARY IMPACT:

260-->113 - $ 590.11; Funding available as of 8/27/09.
211-->113 - $ 8.89; Funding available as of 8/27/09.
211-->230 - $ 66.58; Funding available as of 8/27/09.
212-->230 - $ 2.12; Funding available as of 8/27/09.
220-->230 - $ 32.30; Funding available as of 8/27/09.
220-->250 - $ 3.53; Funding available as of 8/27/09.

Attachments

Link: Line Item Transfer 09-01-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:44 AM	APRV
2	Norma Silva	Norma Silva	08/27/2009 03:11 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Rachel Cavazos Started On: 08/26/2009 04:04 PM

Final Approval Date: 08/28/2009

DATE: August 31, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1285-421-00-293-006-9-xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
260	WORKERS COMP	113	F/T EMPLOYEE	$ 590.11
211	HEALTH INSURANCE	113	F/T EMPLOYEE	8.89
211	HEALTH INSURANCE	230	RETIREMENT	66.58
212	LIFE INSURANCE	230	RETIREMENT	2.12
220	FICA	230	RETIREMENT	32.30
220	FICA	250	UNEMPLOYMENT COMP	3.53
			TOTAL	$ 703.53

REASON: **Transfer needed to close out the grant period ending on August 31, 2009.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-17203 **2.W.**

Intra- 2008 Ch. 19 Funds 082709

CC CONSENT

Date:	09/01/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Department (1283)

BACKGROUND

2008 Chapter 19 Funds- HP Direct

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1283-414-00-130-018-8-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

336 --> 745 $2,116.00
Available balance as of 08/27/09

Attachments

Link: 2008 Ch. 19 Funds- HP Dir

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 12:29 PM	APRV
2	Norma Silva	Norma Silva	08/27/2009 04:28 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Veronica Lopez

Started On: 08/27/2009 10:23 AM

Final Approval Date: 08/28/2009

DATE: August 27, 2009

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 9-1283-414-00-130-018-8-XXX

2009
Transfer

AI- 17203

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	2008 Ch. 19- Comp Services	745	2008 Ch. 19- Comp Equip	2,116.00
			TOTAL	**2,116.00**

REASON:
Transfer from Computer Services to Computer Equipment to complete HR Direct purchase.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17188 **2.X.**

2009 - Pct # 1 Road & Bridge (1201)

CC CONSENT

Date: 09/01/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
731-->673 - $ 25,215.73; Funding is available as of 8/27/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:54 AM	APRV
2	Norma Silva	Norma Silva	08/27/2009 03:45 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Robert Elizondo Started On: 08/26/2009 04:33 PM

Final Approval Date: 08/28/2009

DATE: August 31, 2009 **MEETING REQUEST DATE:** September 1, 2009

DEPARTMENT HEA COMMISSIONER SYLVIA HANDY

DEPARTMENT NAM PCT #1 ROAD & BRIDGE

ACCOUNT NUMBE 9-1201-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government C Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9-	1201-	431-	00-	121-	005-	0-	731	Roads	9-	1201-	431-	00-	121-	005-	0-	673	Repair & Maint. Supp. R&B	25,215.73
																		25,215.73

REASON: Need to cover future invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17210 **2.Y.**

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 09/01/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

626-->various object codes; funds available as of 08/28/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 12:31 PM	APRV
2	Ana Galvan	Anna Galvan	08/28/2009 04:50 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Joann Gonzalez Started On: 08/27/2009 11:53 AM

Final Approval Date: 08/28/2009

DATE: August 31, 2009 **MEETING REQUEST DATE:** September 1, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	672	Equip & Veh R&M Suppl	28,000.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	613	Safety Supplies	750.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	5,000.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	343	Laundry & Dry Clean	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	431	Bldg&Othr Struc R&M Srv.	1,250.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	601	Office & Computer Sup	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	609	Agri & Landscaping Supp	1,500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	671	Bldg&Othr Struc R&M Supp	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	679	Other R&M Supplies	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	631	Bottled Water	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	442	Equip & Vehicle Rental	500.00
9	-1100	-432	-00	-121	-001	-0	626	Gasoline/Diesel	9	-1100	-432	-00	-121	-001	-0	622	Electricity	500.00
																		40,000.00

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-17202 **2.Z.**

2009 - PCT # 1 ADM (1201)

CC CONSENT

Date: 09/01/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

890-->607 $ 200.00; funds available as of 08/28/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 12:29 PM	APRV
2	Ana Galvan	Anna Galvan	08/28/2009 04:40 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Robert Elizondo Started On: 08/27/2009 10:11 AM

Final Approval Date: 08/28/2009

DATE: August 31, 2009 **MEETING REQUEST DATE:** September 1, 200

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 ADM

ACCOUNT NUMBER: 9-1201-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Cod
Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME
9-	1201-	431-	00-	121-	004-	0-	890	OTHER		9-	1201-	431-	00-	121-	004	0-	607	HOUSEHOLD & JANITORIAL SUPP

REASON: Need to cover future invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT C.C. DATE ATTEST COUNTY CI

)9

le,

AMOUNT
$ 200.00
$ 200.00

LERK

AI-17192 **2.AA.**

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 09/01/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 08/27/2009

Attachments

Link: 2009 Pct. #1 Sanitation (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:03 AM	APRV
2	JC Carreon	JC Carreon	08/27/2009 10:23 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Joann Gonzalez Started On: 08/26/2009 04:48 PM

Final Approval Date: 08/28/2009

DATE: August 31, 2009 **MEETING REQUEST DATE:** September 1, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9	-1100	-432	-00	-121	-001	-0	603	Education/Instruction	9	-1100	-432	-00	-121	-001	-0	672	Equip & Veh R&M Suppl	200.00
9	-1100	-432	-00	-121	-001	-0	603	Education/Instruction	9	-1100	-432	-00	-121	-001	-0	613	Safety Supplies	262.83
9	-1100	-432	-00	-121	-001	-0	434	Vechile R&M Service	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	267.78
9	-1100	-432	-00	-121	-001	-0	584	Registration Fees	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	300.00
9	-1100	-432	-00	-121	-001	-0	431	Bldg & Othr Struc R&M	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	100.00
9	-1100	-432	-00	-121	-001	-0	611	Police Supplies	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	12.00
9	-1100	-432	-00	-121	-001	-0	640	Reference Materials	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	24.76
9	-1100	-432	-00	-121	-001	-0	663	Small Tools	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	7.54
9	-1100	-432	-00	-121	-001	-0	739	Other Structures	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	90.71
9	-1100	-432	-00	-121	-001	-0	748	Other Equipment	9	-1100	-432	-00	-121	-001	-0	432	Equip & Veh R&M Srv	13.60
																		1,279.22

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-17191 **2.BB.**

2009 Pct. #1 Parks (1211)

CC CONSENT

Date: 09/01/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 08-27-09

Attachments

Link: 2009 Pct. #1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:02 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:29 AM	APRV
3	Auditor's Office	Angela Garcia	08/28/2009 05:58 PM	APRV

Form Started By: Joann Gonzalez Started On: 08/26/2009 04:47 PM

Final Approval Date: 08/28/2009

DATE: August 31, 2009 **MEETING REQUEST DATE:** September 1, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9	1211-	452-	00-	-121	013-	-0	350	Other Services	9	1211-	452-	00-	-121	013-	-0	672	Equip & Veh R&M Sup	500.00
9	1211-	452-	00-	-121	013-	-0	431	Bldg & Othr Struc R&M	9	1211-	452-	00-	-121	013-	-0	672	Equip & Veh R&M Sup	500.00
																		1,000.00

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-17101 **2.CC.**

Budget Line-Item Transfer for natural gas expenditures

CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $3,550.74 as of 08/24/2009.
From 672------>621 in the amount of $300.00

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 03:36 PM	APRV
2	Ana Galvan	Anna Galvan	08/24/2009 02:20 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/21/2009 03:15 PM

Final Approval Date: 08/28/2009

DATE: August 21, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	EQUIPMENT & VEHICLE R&M SUPPLIES	621	NAUTRAL GAS	$300.00
			TOTAL	$300.00

REASON: **Transfer needed to cover some expected expenditure for natural gas.**

DEPARTMENT HEAD SIGNATURE

9/1/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17103 **2.DD.**

Budget Line-Item transfer for the departments equipment & vehicle repairs

CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-xxx

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

BUDGETARY IMPACT:

Funding available in the amount of $70,889.00 as of 08/21/2009
Note: AI-17071 for 08/25/2009
From 742------->672 in the amount of $15,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 04:01 PM	APRV
2	Norma Silva	Norma Silva	08/21/2009 04:28 PM	APRV
3	Auditor's Office	Angela Garcia	08/28/2009 05:58 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/21/2009 03:29 PM

Final Approval Date: 08/28/2009

DATE: August 21, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
742	HEAVY EQUIPMENT	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$15,000.00
			TOTAL	**$15,000.00**

REASON:
Transfer needed for rental of expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

8/21/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17105 **2.EE.**

Budget Line-Item Transfer for Office supplies/Paper

CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Adm. (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $1,770.60 as of 08/21/2009.
From 661------>601 in the amount of $800.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 04:00 PM	APRV
2	JC Carreon	JC Carreon	08/21/2009 04:13 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/21/2009 03:41 PM

Final Approval Date: 08/28/2009

DATE: August 21, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-005-0-XXX Administration

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURN & EQUIPMENT	601	COMPUTER & OFFICE SUPPLIES	$800.00
			TOTAL	**$800.00**

REASON:
Transfer needed for the continued operation of the department.

DEPARTMENT HEAD SIGNATURE

8/21/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17142 **2.FF.**

Budget Line-Item Transfer for repairs on Unit #70 Tractor Truck
CC CONSENT

Date: 09/01/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #2 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-0-XX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available in the amount of $1,321.00 as of 08/25/2009
From 664------>432 in the amount of $1,000.00.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 04:31 PM	APRV
2	Norma Silva	Norma Silva	08/26/2009 03:59 PM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:49 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/25/2009 02:36 PM
Final Approval Date: 08/28/2009

DATE: August 25, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
664	OTHER MINOR EQUIPMENT	432	EQUIPMENT & VEHICLE R&M SERVICE`	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer needed to cover some expected expenditure for repairs on unit #70 Tractor Truck

DEPARTMENT HEAD SIGNATURE

8/25/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17147 **2.GG.**

Budget Line-item Transfer for security at the Parks

CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Parks (1212)

BACKGROUND

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:

Funding available in the amount of $37,500.00 as of 08/25/2009
From 346----->350 in the amount of $15,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 08:08 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:19 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 04:01 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/25/2009 04:43 PM

Final Approval Date: 08/28/2009

DATE: August 25, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1212-452-00-122-008-0-XXX Parks & Rec.

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental 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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	350	OTHER SERVICES	$15,000.00
			TOTAL	$15,000.00

REASON:
Transfer needed for Parks expenditures.

DEPARTMENT HEAD SIGNATURE

8/25/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17205 **2.HH.**

Pct #3 Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Adm. (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-28-09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 12:30 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/28/2009 04:18 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Norma Ceballos Started On: 08/27/2009 10:42 AM

Final Approval Date: 08/28/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 09/01/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-004-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
431	Pct 3 Adm. Bldg & Other Struc R&M Sr	425	Pct #3 Adm. Pest Control	$ 100.00
431	Pct 3 Adm. Bldg & Other Struc R&M Sr	622	Pct #3 Adm. Electricity	$ 2,000.00
609	Pct 3 Adm. Agri & Landscaping	622	Pct #3 Adm. Electricity	$ 3,000.00
661	Pct 3 Adm. Minor Office Furn & Equip.	622	Pct #3 Adm. Electricity	$ 3,000.00
671	Pct 3 Adm. Bldg & Other Struc R&M Su	622	Pct #3 Adm. Electricity	$ 2,000.00
			TOTAL	**$ 10,100.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17206 **2.II.**

Pct # Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 R&B (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08/27/2009 605->343;619->343;619->613

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 12:30 PM	APRV
2	JC Carreon	JC Carreon	08/27/2009 01:02 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Norma Ceballos Started On: 08/27/2009 10:45 AM

Final Approval Date: 08/28/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 09/01/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
605	P/U Rd.- Clothing & Uniform	343	P/U Rd. - Laundry & Dry Cleaning.	$ 2,000.00
619	P/U Rd. Other Misc. Supplies	343	P/U Rd. - Laundry & Dry Cleaning	$ 2,000.00
619	P/U Rd. Other Misc. Supplies	613	P/U Rd. - Safety Supplies	$ 2,000.00
			TOTAL	**$ 6,000.00**

REASON: For Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17166 **2.JJ.**

Pct #3 Transfer

CC CONSENT

Date: 09/01/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-27-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:20 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2009 10:27 AM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Norma Ceballos Started On: 08/26/2009 02:26 PM

Final Approval Date: 08/28/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: September 1, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct #3 Sanitation Equip & Veh R&M Srv	343	Pct #3 Sanitation-Laundry & Dry Clear	$ 500.00
601	Pct #3 Sanitation Office & Computer Supp	343	Pct #3 Sanitation-Laundry & Dry Clear	$ 12.70
666	Pct #3 Sanitation Office Furniture	343	Pct #3 Sanitation-Laundry & Dry Clear	$ 131.29
671	Pct #3 Sanitation Bldg &Other Struc R&M Sup	343	Pct #3 Sanitation-Laundry & Dry Clear	$ 2,100.00
739	Pct #3 Sanitation Other Structures	343	Pct #3 Sanitation-Laundry & Dry Clear	$ 230.00
			TOTAL	$ 2,973.99

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17193 **2.KK.**

Pct. #4 R&B (1204)

CC CONSENT

Date: 09/01/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

432-->626 $ 5,000.00; funds available as of 08/28/09
672-->679 $ 5,000.00; funds available as of 08/28/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:29 AM	APRV
2	Ana Galvan	Anna Galvan	08/28/2009 04:28 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Jr. Munoz Started On: 08/26/2009 04:53 PM

Final Approval Date: 08/28/2009

AI-17193

DATE: August 26, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Phone # :** (956) 383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance wi Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME
432	Equip & Veh R&M Srv	626	Gasoline/Diesel
672	Equip & Veh R&M Sup	679	Other R&M Supplies

TOTAL

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUN**

ith Local

AMOUNT
5,000.00
5,000.00
10,000.00

TY CLERK

AI-17136 **4.A.**

Pipeline Permit

CC CONSENT

Date:	09/01/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. Approximately 1028' going west from the centerline of Cesar Chavez Rd and Sioux Rd- Bore-San Juan Spanish Seventh Day Adventist Church Sub. (8" waterline w/ 16" PVC casing)

Texas Gas Service a Division of Oneok:
2. Propose to install a 2" gas line along Taylor Rd and Lark Ave. (4 Mile Line).

BACKGROUND

Fiscal Impact

Attachments

Link: Pipeline Permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 02:13 PM	APRV
2	Olga Garza	Olga Garza	08/27/2009 09:13 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:46 PM	APRV

Form Started By: Sandra Garcia — Started On: 08/25/2009 01:56 PM

Final Approval Date: 08/28/2009

REVISED JANUARY 2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1st day of September, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 1028' going west from the centerline of Cesar Chavez Rd and Sioux Rd- Bore- San Juan Spanish Seventh Day Adventist Church Sub (8" waterline w/ 16" PVC casing)

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1st day of September, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Texas Gas Service a Division of Oneok

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 2. Propose to install a 2" gas line along Taylor Rd and Lark Ave. (4 Mile Line).

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 2" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-17153 **5.A.**

Membership Fee to the National Fire Protection Association
CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Department:
Discussion, consideration and approval of annual membership fee of $150.00 for the Hidalgo County Fire Marshal for membership to the National Fire Protection Association.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-810

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

BUDGETARY IMPACT:

available balance of $2,150.00 as of 08/27/09.

Attachments

Link: Membership.NFPA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 11:13 AM	APRV
2	Roland Garcia	Rolando Garcia	08/27/2009 09:38 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 04:03 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2009 04:04 PM	APRV

Form Started By: Yolanda Orozco Started On: 08/26/2009 10:00 AM

Final Approval Date: 08/28/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that my membership in the National Fire Protection 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: 8/26/09

TITLE: _____

Before me Marco A. Romero, a Notary Public, appeared Juan Martinez, 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.

(S E A L)

NOTARY PUBLIC
STATE OF TEXAS
MARCO A. ROMERO
My Commission Expires
May 02, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

MEMBERSHIP NOTICE

Billing Center, P.O. Box 9689, Manchester NH 03108-9689

DATE: 08/04/09
RENEWAL THRU 08/31/10
I.D. NUMBER: 2644379

AMOUNT DUE: ☑ 1 year - $150
Or check one: ☐ 2 years - $270
☐ 3 years - $390

Notice: 4608604X #3

REMIT RENEWAL DUES WITH NOTICE
AS SOON AS POSSIBLE.

BILL TO:

HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
2814 S US HIGHWAY 281
EDINBURG, TX 78539-6243

SELECT ONE:

☐ Check enclosed payable to NFPA (US funds from US Bank)
☐ Charge to my: ☐ MasterCard® ☐ VISA® ☐ American Express® ☐ Discover®

Card No. _____ - _____ - _____ - _____

Expire Date ___/___

IMPORTANT!

e-mail:
juan.martinez@co.hidalgo.tx.us
☐ I have updated my information on the back of this notice.

Thank you for your *loyalty to NFPA*. Please update your records and return this notice with your dues.
Membership includes a $45.00 *NFPA Journal*® subscription.

31 0002644379 460860424 4 00000015000

DETACH HERE AND RETURN NOTICE IN THE ENVELOPE PROVIDED.

MEMO

FROM: Carol Ann Faber, Director of Membership

TO: Hidalgo Cnty Fire Marshal

RE: ID# 2644379

A renewal notice regarding your NFPA membership was sent several months ago. And our records show we haven't yet received your dues.

Please return payment with the attached notice as soon as possible. Otherwise, your NFPA membership ends on 08/31/09.

Please act today. So you will continue to receive your NFPA benefits, including your subscription to *NFPA Journal*®, members-only discounts on seminars and publications and timely information on code changes.

But more importantly, you must renew now to keep your NFPA voting rights. If dues are not paid by the date shown above, you will be subject to a 180-day waiting period to vote on important NFPA codes.

Thank you for your quick response. If you have already sent payment, your records will be updated accordingly.

P.S. Please verify and update membership information on your notice. Then return it with your NFPA dues immediately. Thank you.

Records show this is your NFPA shipping address: (Make necessary changes on back of form.)

ID# 2644379
HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
2814 S BUS HWY 281
EDINBURG
TX 78539

MEMRENFRM 2/09 © NFPA 2004 Fed ID # 041-653-090 1-800-344-3555

This NFPA membership belongs to the individual named on the invoice.

To change the name on the membership, please provide the new information at right.

The original membership will be cancelled and the pro-rated amount will be applied to a new membership.

The join date will be updated, a new I.D. number issued and a new 180-day waiting period for voting will apply.

Change my BILLING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail Address _____

Change my SHIPPING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail _____

AI-17231 **6.A.**

Blue Cross Blue Shield Health Insurance Claims
CC CONSENT

Date: 09/01/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $ 216,913.23 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for period 08/08-14/2009.

08/08-14/2009	$216,913.23
TOTAL:	$216,913.23

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 08/08-14/2009
Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 03:33 PM	APRV
2	Olga Garza	Olga Garza	08/28/2009 04:08 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW
Form Started By: Flora Vazquez			Started On: 08/28/2009 02:44 PM	
Final Approval Date: 08/28/2009				

Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFr	InvcPerTo	ClmPerFr	ClmPerTo	BARS Cus
21185	TX1	618139	134425	8/8/2009	8/14/2009	8/8/2009	8/14/2009	TX433

21185	TX1	618139	134425	8/8/2009	8/14/2009	8/8/2009	8/14/2009	TX433
21185	TX1	618139	134425	8/8/2009	8/14/2009	8/8/2009	8/14/2009	TX433
21185	TX1	618139	134425	8/8/2009	8/14/2009	8/8/2009	8/14/2009	TX433
21185	TX1	618139	134425	8/8/2009	8/14/2009	8/8/2009	8/14/2009	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type	Member ID
1	1	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.46E+08
1	1	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.46E+08
1	1	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.46E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.46E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9001	HIDALGO	Drug	Basic Cove	8.4E+08
1	1	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.35E+08
1	1	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Drug	Basic Cove	8.35E+08
1	1	21185	9002	HIDALGO	Drug	Basic Cove	8.42E+08
1	1	21185	9002	HIDALGO	Drug	Basic Cove	8.42E+08
1	1	21185	9002	HIDALGO	Drug	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Blue Cross	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.41E+08

1	1	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	1	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.41E+08

Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt
0000200922351980310X	Single	8/3/2009	$1,000.00	$1,000.00	0.00%	$0.00
0000200922551862870X	Single	8/7/2009	$1,000.00	$1,000.00	0.00%	$0.00
0000200922551871800X	Single	8/6/2009	$2,711.00	$2,711.00	0.00%	$0.00
0000200922350589890X	Single	7/3/2009	$303.42	$303.42	0.00%	$0.00
00002009220529V8230H	Single	8/3/2009	$25.66	$25.66	0.00%	$0.00
00002009220529V8230H	Single	8/3/2009	$19.92	$19.92	0.00%	$0.00
00002009220529V8230H	Single	8/3/2009	$2.70	$2.70	0.00%	$0.00
00002009220529V8230H	Single	8/3/2009	$3.29	$3.29	0.00%	$0.00
00002009220529V8270H	Single	8/3/2009	$2.43	$2.43	0.00%	$0.00
00002009220529V8270H	Single	8/3/2009	$3.69	$3.69	0.00%	$0.00
00002009220529V8270H	Single	8/3/2009	$2.99	$2.99	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$6.44	$6.44	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$51.09	$51.09	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$11.57	$11.57	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$4.02	$4.02	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$5.43	$5.43	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$7.94	$7.94	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.08	$3.08	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.04	$3.04	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.85	$2.85	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.95	$2.95	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.21	$3.21	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.27	$2.27	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.18	$3.18	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.85	$2.85	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.21	$3.21	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.20	$3.20	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$3.75	$3.75	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.45	$2.45	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$2.45	$2.45	0.00%	$0.00
00002009220529V8280H	Single	8/3/2009	$8.47	$8.47	0.00%	$0.00
00002009220529V8310H	Single	8/3/2009	$3.32	$3.32	0.00%	$0.00
00002009220529V8310H	Single	8/3/2009	$1.55	$1.55	0.00%	$0.00
92175042244000	Family Mer	8/5/2009	$23.90	$23.90	0.00%	$0.00
BASIC PLAN:			$5,237.32	$5,237.32	0.00%	$0.00
0000200922350463200X	Family Mer	8/7/2009	$43.64	$43.64	0.00%	$0.00
0000200921250531020X	Single	7/27/2009	$44.44	$44.44	0.00%	$0.00
92153825456000	Family Mer	8/3/2009	$0.46	$0.46	0.00%	$0.00
92154515946000	Single	8/3/2009	$183.39	$183.39	0.00%	$0.00
92155433881000	Single	8/3/2009	$146.04	$146.04	0.00%	$0.00
92164475720000	Single	8/4/2009	$120.30	$120.30	0.00%	$0.00
BUY-UP PLAN:			$538.27	$538.27	0.00%	$0.00
0000200920257102760X	Single	7/13/2009	$22,355.78	$22,355.78	0.00%	$0.00
0000200921950584150X	Single	7/3/2009	$296.35	$296.35	0.00%	$0.00

00002009224505555 20X	Single	7/13/2009	$5.50	$5.50	0.00%	$0.00
00002009224505555 20X	Single	7/13/2009	$5.50	$5.50	0.00%	$0.00
00002009224505555 20X	Single	7/13/2009	$5.50	$5.50	0.00%	$0.00
00002009224505555 20X	Single	7/13/2009	$5.50	$5.50	0.00%	$0.00
BUY-UP PLAN:			$22,674.13	$22,674.13	0.00%	$0.00

TOTAL: $28,449.72

Case Nbr

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **August 8 thru 14, 2009.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 216,913.23.**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 08/08-14/2009 is $ 216,913.23.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of September 1, 2009.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vasquez
Employee Benefits Manager

08/28/2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-17232 **6.B.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	09/01/2009
Submitted By:	Flora Vazquez, WORKERS' COMPENSATION
Department:	WORKERS' COMPENSATION
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured 2202 Workers' Comp.
Requesting approval or reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk management in the amount of $39,107.79 for the period of 08/01-15/2009 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: Breakdown by Org

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 03:33 PM	APRV
2	Olga Garza	Olga Garza	08/28/2009 04:24 PM	APRV
3	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Flora Vazquez — Started On: 08/28/2009 02:56 PM

Final Approval Date: 08/28/2009

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

August 18, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 55591

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 8/1-8/15/09 (Check#500270-500403) are in accordance with our contract with Hidalgo County Exhibit A, dated July ist	39,107.79
TOTAL BALANCE DUE	$ 39,107.79
Previous Balance Due	$ 40,206.95
Total Balance Due	$ 79,314.74

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

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Custom Payment Total

Hidalgo County WC losses paid 8/1-8/15/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
				Alternate Organization 1 Total:	5					574.63
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	29					2,136.21
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	332					36,396.95
				Grand Total:	366					39,107.79

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: **August 01-15, 2009**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 39,107.79.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check **# 500270-500403**) on behalf of injured employees from **08/01/2009** to **08/15/2009** :

1).	Hidalgo County	$ 36,396.95
2).	Hidalgo County Headstart Program	$ 2,136.21
3).	Community Service Agency	$ 574.63
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 39,107.79.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of September 1, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at
Citizens Business Bank (estimate) $ 160,892.21.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vazquez — 08/28/2009

Employee Benefits Manager — Date

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-17034 **7.A.**

HIdalgo County-Extension-Hon. Jaime "Jerry" Munoz-A-07-253-09-04
CC CONSENT

Date:	09/01/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one (1) year periods as provided in current contract for: "LEGAL SERVICES to REPRESENT THE HIDALGO COUNTY CIVIL SERVICE COMMISSION" for Hidalgo County under the same rates, terms and conditions with the HONORABLE JAIME "JERRY" MUNOZ, Effective: 09/04/09 - 09/03/10 Contract A-07-253-09-04

BACKGROUND

Acknowledgment Letter of Extension from: Hon. Jaime "Jerry" Munoz

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

$94,113.31 available balance as of 08/28/09. rc

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-339

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

BUDGETARY IMPACT:

$5,375.00 available balance as of 08/28/09. rc

Attachments

Link: Extension-Hon. Jaime "Jerry" Munoz

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 11:51 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 11:16 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Letty Saenz Started On: 08/19/2009 10:53 AM

PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2009

Hon. Jaime "Jerry" Munoz
LAW OFFICES OF JERRY MUNOZ
412 West US Hwy 83
San Juan, Texas 78589
Ph. (956) 781-5444

via email jaimejmunoz@aol.com
via facsimile (956) 787-91754

Re: ***Extension of Contract No. A-07-353-09-04 -"Legal Services to Represent the Hidalgo County Civil Service Commission"- Hidalgo County***

Dear Mr. Munoz:

Commissioners' Court will take applicable action on (Tuesday, August 25, 2009) in connection with Hidalgo County's option to extend/renew for the ***additional One (1) year term extension*** as provided in the current requirements agreement (under the same rates, terms and conditions). ***Effective date: September 4, 2009 – September 03, 2010.***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 20, 2009, 12:00 p.m., via email attn: leticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

By: Jaime C. Munoz Date: 8-20-09
Honorable Jaime "Jerry" Munoz

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

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

xc: file

muñoz

Jaime J. Muñoz
attorney at law

P.O. Box 47
San Juan, Texas
Telephone (956)781-5444
Facsimile (956)787-9175

FACSIMILE COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGES IMMEDIATELY

Confidentiality Notice: The information contained in, or accompanying, this facsimile is confidential and is intended only for the recipient(s) named below, nothing in this facsimile is intended to constitute a waiver of the confidentiality of the message. If you have received this facsimile in error, please notify me immediately by telephone to arrange for return of the original document(s) to me. You are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this transmitted information is strictly prohibited.

Date: 8-20-09

To: Ms. Leticia Saenz

Fax: (956) 318-2629

From: Law Office of Jaime J. Muñoz

Re: Extension of Contract

No. of Pages: 2

If you have any problems regarding receipt of this transmission, or if you have not received all of the pages, please call our Office at (956) 781-5444.

Comments:

Contract# A-07-253-09-04

6. Subject to any requirement for "prior authorization" as described in Section 4 hereof, Munoz may request that other legal counsel assist Munoz in fulfilling his legal obligations to the Commission.

7. This Agreement is for a term of two (2) years from the Effective Date with the County's option to renew and extend for one (1) addition year under the same rates, fees, terms and conditions.

8. This Agreement may be terminated by County on ten (10) days prior written notice. This Agreement may be terminated by Munoz on ninety (90) days prior written notice.

Executed and effective as of the Effective Date.

APPROVED AS TO FORM:
ATLAS & HALL LLP

By: _____
Stephen L. Crain

Date: 11-27-07

COUNTY OF HIDALGO

Juan De Dios Salinas, III
Its: County Judge

APPROVED BY COMMISSIONER'S COURT ON: September 4, 2007

ATTEST:

By: Arturo Guajardo, Jr.
Its: Hidalgo County Clerk

HIDALGO COUNTY, TEXAS
CIVIL SERVICE COMMISSION

By: J. Humberto Rodriguez
Its: Chairperson

By: Honorable Jaime J. Munoz
Its: Legal Counsel

AI-17217 **7.B.**

PCT 2-COUNTY WIDE SHOP -OVERHEAD DOORS -PROPOSAL ACCEPTANCE

CC CONSENT

Date:	09/01/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Acceptance and approval to award the proposal received (through Hidalgo County's membership/participation with Harris County Department of Education Job Order Contracting) from Herrera and Hunt, Inc. meeting all specifications and/or requirements as reviewed and recommended by DOS Logistics, Inc., County Precinct No. 2 Engineer for building renovations, for the provision of labor, material and related accessories, including , but not limited to: "Replacment of Overhead Doors at County Wide Shop" in the amount of $20,700.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1336-419-40-220-027-0-431

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

BUDGETARY IMPACT:

available balance of $22,965.00 as of 08/27/09.

Attachments

Link: Herrera and Hunt Proposal

Link: Award Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2009 12:07 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 01:12 PM	APRV
3	Roland Garcia	Rolando Garcia	08/28/2009 04:53 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Moises Salazar — Started On: 08/27/2009 03:15 PM

Final Approval Date: 08/28/2009

HERRERA and HUNT, INC.

Job Order Contracting Specialists

Delivery Order Request
For
Hidalgo County
Overhead Door Replacement
at
The County Wide Shop

Through
The
Harris County Department of Education
JOC Contract No. 07/007JC

Job Order Contracting

Herrera & Hunt Inc.

Job Order Contracting Specialist

Mission Statement

To actively promote the Choice Facility Partners job order contracting program by encouraging client members through inter-local or inter-governmental agreements to utilize the many benefits and cost effective services of Job Order Contracting.

To provide the absolute best in a professional, high quality Job Order delivery program with the highest of integrity to the school districts, universities, counties, municipalities and non-profit organizations throughout the Educational Service Center Region One.

Herrera & Hunt Inc.

Job Order Contracting Specialist

- Provide all project management, field supervision, insurances, bonds, materials, labor, safety equipment and disposal equipment for the satisfactory completion of this Delivery Order Request and any associated work.

- Provide the Owner with submittals and product data sheets for all materials that are to be used in the execution of this work. The Owners shall approve the selection, color, style and type of material that is to be used from the budgeted selection.

- Provide constant provisions for Public and Owners Staff safety, on site at the time that the work is being conducted. Provide an on site safety supervisor for safety coordination between subcontractors, workmen, deliveries, the Owner and Public.

- Site shall be cleaned each day from debris and construction materials outside the marshalling area.

Herrera & Hunt Inc.

Job Order Contracting Specialist

- A competent field superintendent shall be on site at anytime that hoisting of materials and or men, staging of materials, deliveries of materials, loading and unloading activities are being conducted.

- Provide temporary facilities such as fencing, dust barriers, staging, dumpster, and portable restrooms as required, for the safe and proper execution of this work.

- Coordinate with the Owners Authorized Representative (OAR) all work activities, develop and maintain a schedule.

- Project site shall have controlled and coordinated access by workers, subcontractors and deliveries. All construction ingress and egress activities shall be coordinated with the Client Members OAR on a daily basis and with the on site security.

- Layout of any fences or barricades shall receive written approval from the OAR prior to installing. Install and maintain public safety barriers along and around the project work area, and post safety signs.

Herrera & Hunt Inc.

Job Order Contracting Specialist

- A mandatory on site pre-construction and safety meeting will be held prior to commencement of any work. Attendees shall be every worker that is to work on the site, subcontractors, prime contractor, professional services and the Client Member OAR and their Safety Administrators.

- Provide all necessary engineering and architectural for the project design and permitting.

- A Pre construction & coordination meeting shall be held within 5 days after contract award for mutual understanding of project schedule and requirements. This meeting shall take place at the building site and shall include representatives from the Contractor, all supplier and subcontractors party to the project.

- QUALITY ASSURANCE

- Qualifications of the manufacturer, the manufacturer's representative when one is used and qualifications and experience of the applicator for this project must have a minimum of five successful years experience with similar conditions and work.

Herrera & Hunt Inc.

Job Order Contracting Specialist

- If required, an independent testing lab will be used for testing of the quality of materials used, and it's application as required for quality assurance. All reports will be issued to the County and the A&E team . This project will require Architectural and Engineering consulting with little design work.
- A complete written means and methods of critical project installations shall be developed and approved in writing by the OAR prior to the commencement of any work. Example of this is: Overhead Door Installation and preparation of existing conditions.
- Mandatory pre-demolition and installation meetings shall be held on site for any critical operations along with a corresponding safety meetings. Hidalgo County Safety Enforcement shall attend these meetings.
- Install all required security barriers around project work area to prevent public access to the work site. All workers on site shall wear approved photo identification badges.
- It is understood by all, that some of this work shall be performed on weekends, evenings or on government holidays, so not to disrupt the traffic flow and security activities of County Wide Shop.

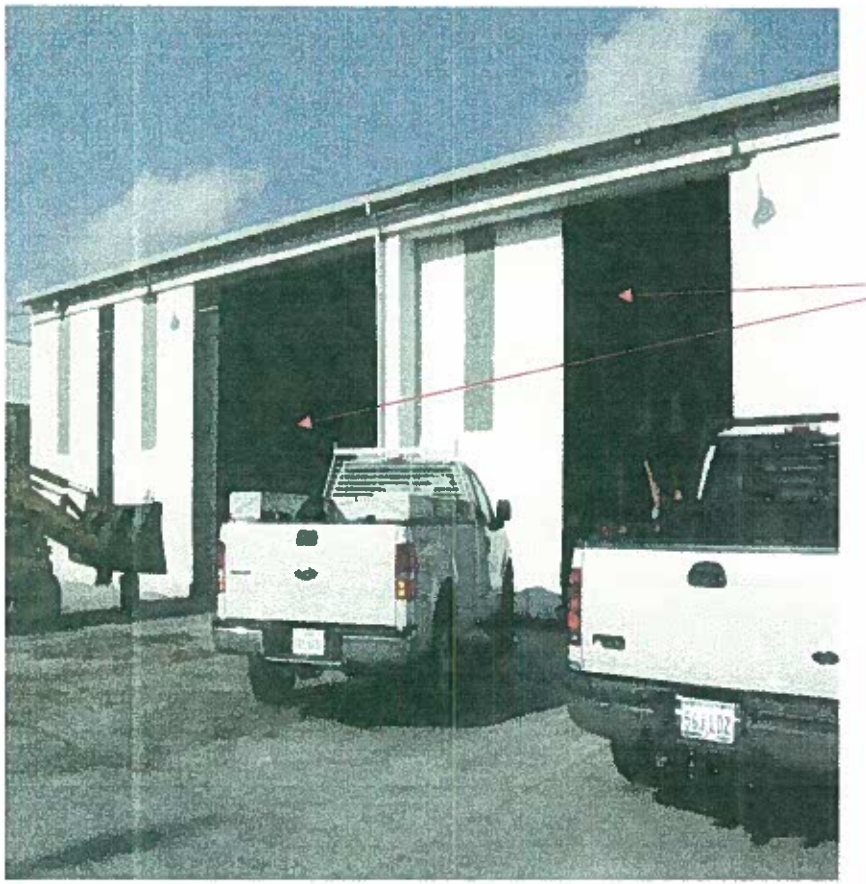
Herrera & Hunt Inc.

Job Order Contracting Specialist

- The general scope of work is the removal of two sliding doors and all of the related application for complete removal. Reinforcement of existing door jambs as required to ensure a proper and quality installation of the new rolling service doors. The new doors are intended to be installed within the existing jambs so that the chain hoist can be utilized within the interior space of the building. Install a barrel cover box for the doors to be rolled in, for a clean and sealed installation and application.
- Current proposal allows for the doors to come from the factory with primer in white or tan. Paint color if required, shall be selected by OAR from contractors samples and charged separately at time of the selection. Submittals to be approved by the OAR prior to the ordering of any these materials.
- Please review the following pictures and suggested related work with response to our questions and concerns.
- This SOW will be adjusted along with the estimated cost of work to reflect these responses.
- We are suggesting that we revisit the site and obtain as many bid proposals from qualified overhead doors companies that we can, obtain their SOW recommendations and costs to install the doors. We will then work with the county to select the best value application from these proposals and apply the RS Means allowable overhead markup, to achieve the best result for this DOR. The current estimated budget will not exceed the cost allowance, with all credit of savings given back to the county.
- This is a JOC-CMR approach to this project.

Herrera & Hunt Inc.

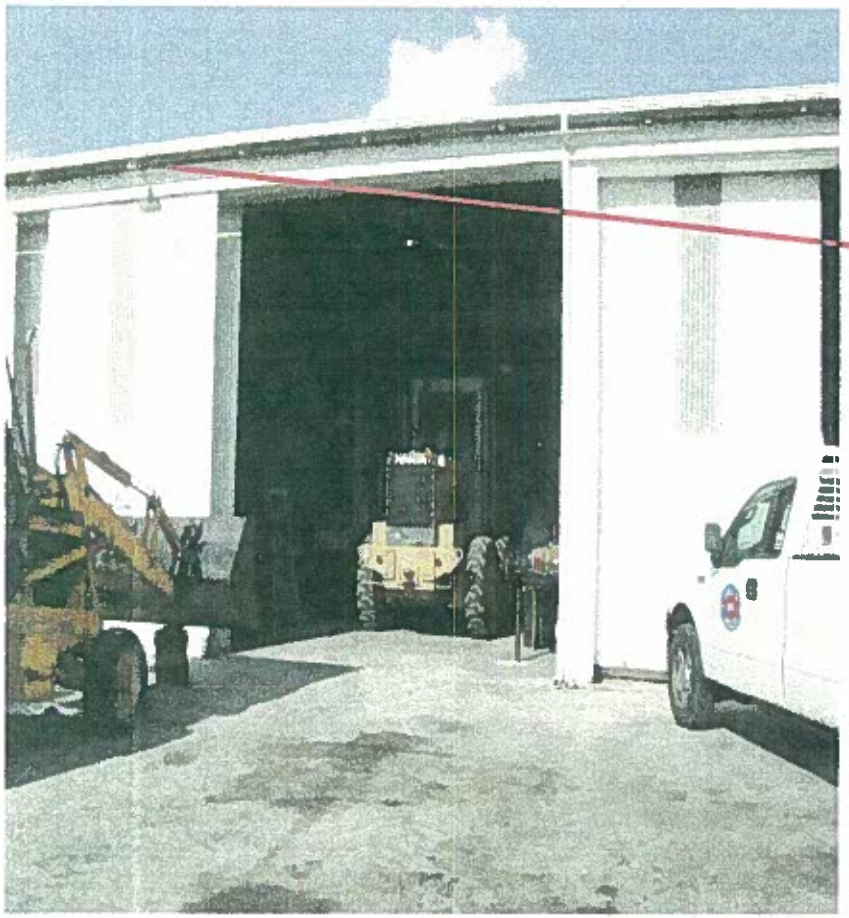
Job Order Contracting Specialist



- Hidalgo County Overhead Door Replacement at the County Wide Shop
- Remove two existing sliding doors 2 & 3 and replace model 4000 heavy duty service doors

Herrera & Hunt Inc.

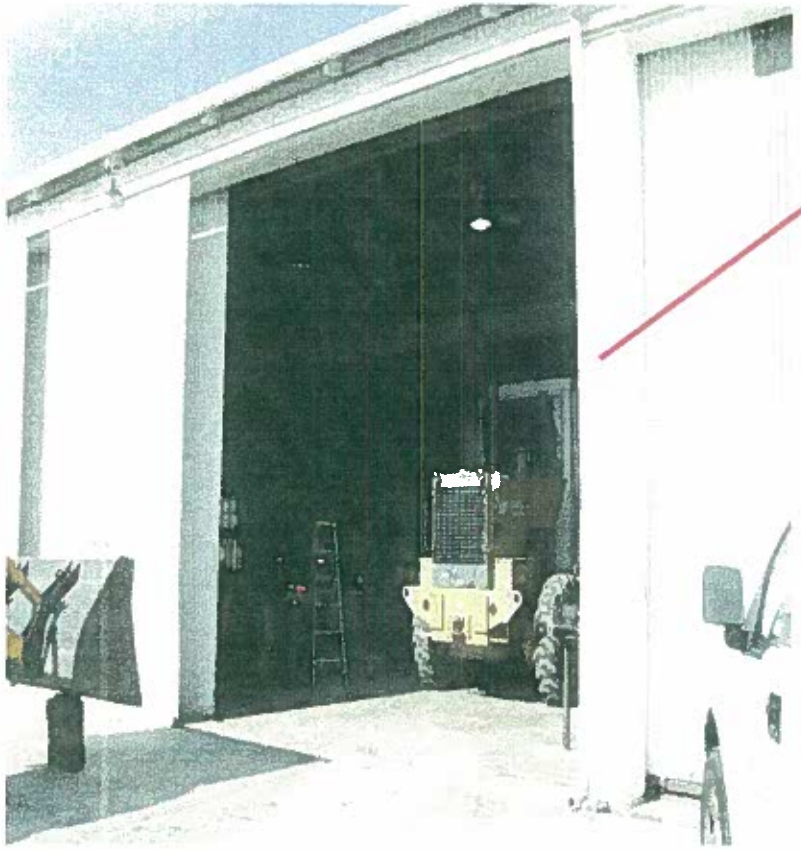
Job Order Contracting Specialist



- Remove and reinstall the existing light fixture at another location within ten feet of it's existing location, Patch repair the existing holes in the wall.
-

Herrera & Hunt Inc.

Job Order Contracting Specialist



- Remove and relocate existing downspout gutter to an other location so that it will not interfere with the installation of the new overhead doors.

- Make adequate repairs and adjustments to the existing gutter.

Herrera & Hunt Inc.

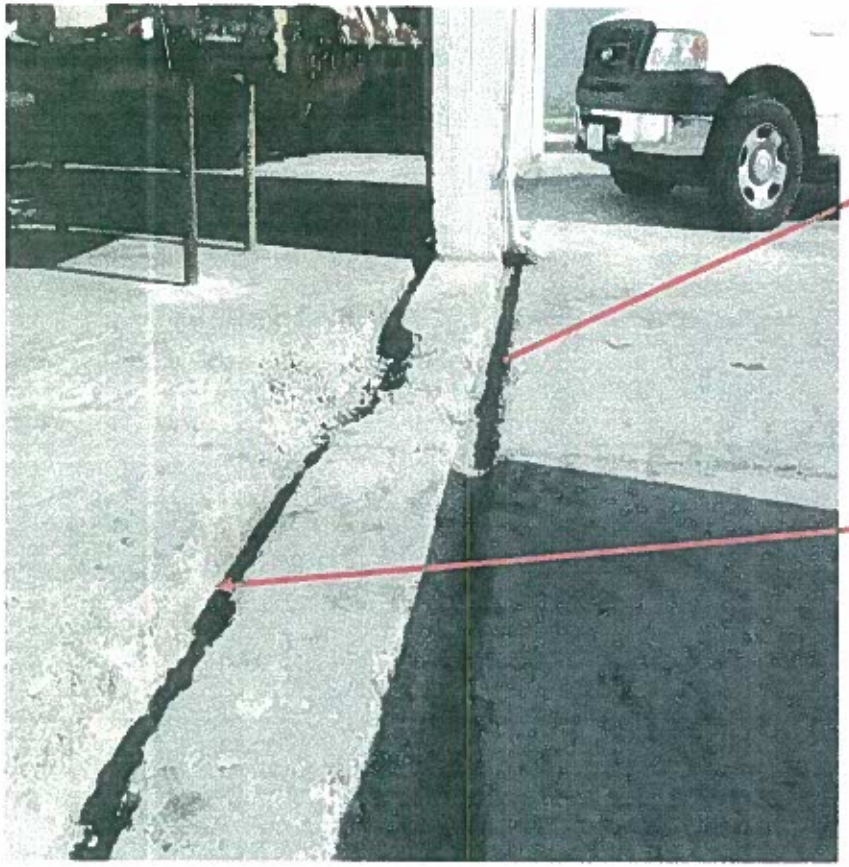
Job Order Contracting Specialist



- New doors are to installed centered inside of the existing jamb.
- The jambs are to be reinforced as required to ensure a solid installation application,

Herrera & Hunt Inc.

Job Order Contracting Specialist



- Fill in this concrete area where the sliding door used to run with high pressure non shrink grout concrete,

- Clean out the space of any debris and loose concrete pieces, use a concrete bonding agent with the grout to ensure that the concrete repairs will adhere to the existing concrete.

Herrera & Hunt Inc.

Job Order Contracting Specialists

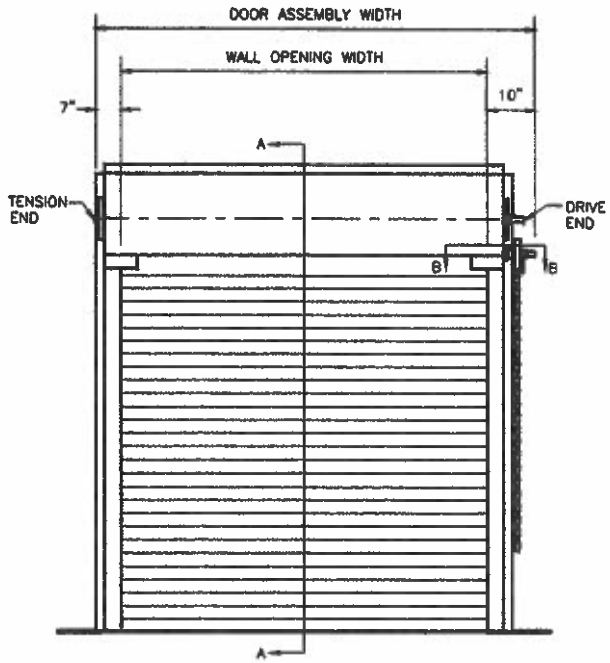
CHOICE FACILITY PARTNERS

Project Name: Hidalgo County - County Wide Shop Overhead Door Replacement			
Delivery Order Request # 09-0510209-MSS			
Extended Total of National Averages based on quantity and units prices From RS Means			**$ 25,836.25**
City Costs Index Applied Against RS Means Construction National Averages	**0.817**	**X**	
	Costs Adjusted by CCI		**$ 21,108.22**
Competitive Bid Coefficient Choice Facility Partners	**0.870**	**X**	
	Costs Adjusted by Bid Coefficient		**$ 18,364.15**
Site Travel Factor >150 miles return	**1.25** *not applied*	**X**	
	Costs Adjusted by Travel Factor		**$ 18,364.15**
Delivery Order Size Factor			
$3 to $50,000.00	**1.1**	**X**	**$ 20,200.56**
$50,000.00 to $500,000.00	**1**		
$500,000.00 and over	**0.98**		
	Costs Adjusted by DO Size Factor		**$ 20,200.56**
Annual Volume Discount Factors (12 month sliding window)			
>$1,500.000.00	**0.98**		
	not applied	**X**	
	Costs Adjusted by Annual Volume		**$ 20,200.56**
Asbestos Abatement Allowance			
Interior Water Pipes Replacement Allowance			
	Costs Adjusted by Allowances		**$ 20,200.56**
Permits and Fees Project Allowance			**$ -**
	Costs Adjusted by Permits & Fees		**$ 20,200.56**
Architectural and Engineering Fees Project Allowance	***Costs Adjusted by Design Fees***		**$20,200.56**
Performance and Payment Bonds If Required	**2.50%**		**$ 505.01**
	Costs Adjusted by PP Bonds		**$ 20,705.58**
Delivery Order Request Total Adjusted Cost			**$ 20,705.58**
Herrera & Hunt Inc. Lump Sum Proposal Amount.			**$ 20,700.00**
Five Percent proposal fees will be applied for DOR's not processed properly by the Client Member per Choice Facility Partners' Contract		**$ -** **No**	**$ 1,035.28** **Yes**
Herrera & Hunt Inc. Program General Manager Signature			
Date			03/23/09
Building Committee Review & Approval			
Date			
Owners Authorized Representative			
Date			

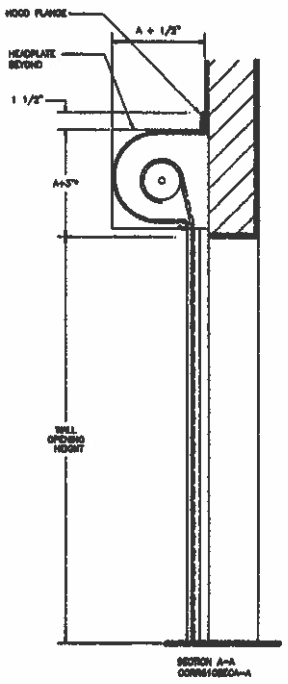
R.S. Means				**Herrera & Hunt Inc.**							
Construction Plaza											
63 Smiths Lane				**Hidalgo County**							
Kingston, MA 02364-0800				**Replacement of Existing Overhead Doors & Related Materials**							
National Averages Estimate				**for the County Wide Shop**							
Unit Price - Facilities											
Line Number	Description	Quantity	Unit	Unit Material	Ext. Material	Unit Labor	Ext. Labor	Unit Equipment	Ext. Equipment	Unit Total	Ext. Total
Division 1 General Requirements											
013107000160	Field Personnel, general purpose laborer, average	1	Week			1200	1200			1200	1200
013107000260	Field Personnel, superintendent, average	1	Week			1700	1700			1700	1700
Totals for Division 1 General Requirements							2900				2900
Division 3 Concrete											
039206000150	Patching concrete, floors, small area, epoxy grout, 1/4" thick	32	S.F.	7.05	225.6	2.96	94.72			10.01	320.32
039303000210	Crack repair, latex injection, 1/4" wide, 12" deep, includes chipping, sand blasting and cleaning	16	L.F.	4.42	70.72	16.35	261.6	2.55	40.8	23.32	373.12
Totals for Division 3 Concrete					296.32		356.32		40.8		693.44
Division 5 Metals											
051204400466	Angle framing, structural steel, 1-1/4"x1-1/4"x3/16", field fabricated, incl cutting & welding	32	L.F.	0.98	31.36	9.1	291.2	1.15	36.8	11.23	359.36
051204400660	Channel framing, structural steel, field fabricated, C2x1.78, incl cutting & welding	40	L.F.	1.17	46.8	9.1	364	1.15	46	11.42	456.8
059506507000	Paints and protective coatings, inorganic zinc rich primer, self cure, sprayed	640	S.F.	0.52	332.8	0.31	198.4			0.83	531.2
Totals for Division 5 Metals					410.96		853.6		82.8		1347.36

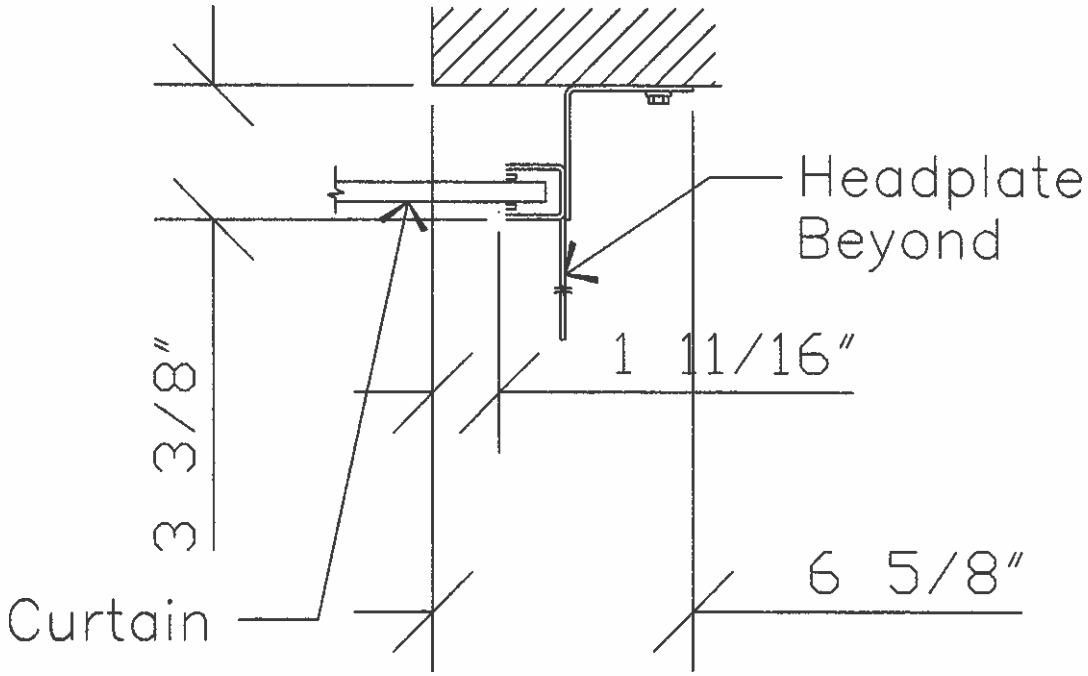
Division 7 Thermal and Moisture Protection											
070601102100	Roofing and siding demolition, gutters, aluminum or wood, built-in	40	L.F.			2.42	96.8			2.42	96.8
077104000400	Aluminum downspouts, enameled, 3" x 4", .024" thick	20	L.F.	2.5	50	2.59	51.8			5.09	101.8
Totals for Division 7 Thermal and Moisture Protection					50		148.6				198.6
Division 8 Doors and Windows											
080601103440	Door demolition, special doors, overhead, commercial, 20' x 16' high, remove, includes frames	2	Ea.			203	406			203	406
080601109000	Door demolition, minimum labor/equipment charge	2	Job			76	152			76	152
083307203000	Doors, rolling service, steel, manual, for 18 gauge doors, add	640	S.F.	1.1	704					1.1	704
083307203300	Doors, rolling service, steel, manual, for enamel finish, add	640	S.F.	1.32	844.8					1.32	844.8
083307204000	Doors, rolling service, steel, manual, for weatherstripping, extruded rubber, jambs, add	112	L.F.	11.15	1248.8					11.15	1248.8
083307204100	Doors, rolling service, steel, manual, for weatherstripping, hood, extruded rubber, add	32	L.F.	7.85	251.2					7.85	251.2
083605501600	Doors, overhead, commercial, stock, sectional, heavy duty, chain hoist, 1-3/4" thick x 20' x 16' high, excl. frames	2	Ea.	4950	9900	940	1880			5890	11780
Totals for Division 8 Doors and Windows					12948.8		2438				15386.8
Division 16 Electrical											
160555004070	High pressure sodium fixture, 150 W, remove	1	Ea.			45	45			45	45
160555006040	High intensity discharge lamp, up to 1000 W, remove	1	Ea.			8.1	8.1			8.1	8.1
165803000100	Fixture whips, 3/8" greenfield, 2 connectors, TFFN wire, three #18, 6' long	1	Ea.	8	8	11.4	11.4			19.4	19.4
Totals for Division 16 Electrical					8		64.5				72.5

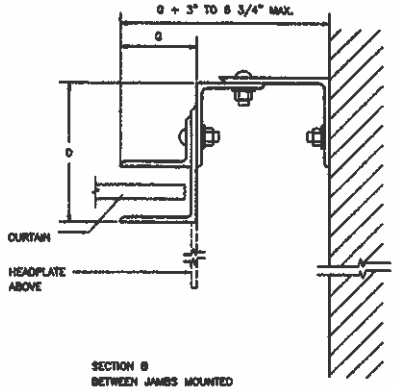
Estimate Subtotal				13714.08		6761.02		123.6		20598.7
Material Markup (10%)				1371.41						1371.41
Labor Markup (57%)						3853.78				3853.78
Equipment Markup (10%)								12.36		12.36
Total Estimate										25836.25
	RS Means National Averages			$ 25,836.25						
	City Cost Index Applied		0.817	$ 21,108.22						
	CFP Competitive Bid Coefficient Applied		0.870	$ 18,364.15						
	Herrera & Hunt Inc. Lump Sum Proposal									



SERIES 615 HOIST OPERATED
DOORS
FACE-OF-WALL MOUNTED
OCRR615INTEL


HOOD FLANGE
A + 1/2"
HEADPLATE BEYOND
1 1/2"
A+3"
WELL OPENING HEIGHT


Headplate
Beyond
1 11/16"
3 3/8"
6 5/8"
Curtain



SECTION B
BETWEEN JAMBS MOUNTED
ANGLE GUIDES

RIGHT HAND (SHOWN)
LEFT HAND (OPPOSITE)

DIMENSIONS G AND D*
C187 SLATS

DIMENSIONS	MAX. DOOR OPENING WIDTHS		
	8'0"	15'0"	20'0"
G	3"	3 1/2"	4"
D	4 1/2"	4 1/2"	5"

DIMENSIONS G AND D*
C275 AND F285 SLATS

DIMENSIONS	MAX. DOOR OPENING WIDTHS				
	9'0"	15'0"	20'0"	30'0"	40'0"
G	3"	3 1/2"	4"	5 5/8"	5 5/8"
D	4 1/2"	5"	5"	6"	6"

*FOR MAX. DOOR OPENING HEIGHT

OCRR510ADDE

PURCHASING DEPARTMENT
County Of Hidalgo

March 18, 2009

Herrera and Hunt, Inc.

RE: ADDENDUM NO. 2
FOR RFP No.:2009-091-03-16-MSS
"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – BUILDINGS & GROUNDS DEPARTMENT**-request for proposal for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX 5 MILES SO. BUS. 83 ON FM 1015**

Please add this **ADDENDUM NO. 2** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice by no later than Wednesday, March 18, 2009 at 5:00 P.M. via e-mail to moises.salazar@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 1

March 13, 2009

"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX
RFP No.: 2009-001-03-19-MSB

As per questions and answers posed at the Pre-Bid Conference on March 3, 2009, please let this addendum serve as a FORMAL NOTICE to all interested parties that requested bid packets for project "2009-001-03-19-MSB that the following changes be made a part of your bid packet.

Proposals due Date has been extended to: Wednesday, March 18, 2009 at 4:00 PM

1. Clearance must be a minimum and maximum of 13ft. to accommodate tallest unit.
2. Make note of outer diameter: Door #2 - Height is 15' 4" and Width 18' 10"
   Door #3 - Height is 15' 4" and Width 16' 6".
3. Only openings 2 & 3 will be replaced with this request
4. Roll up device will be assembled on outside of opening in between Jam Mounts with chain hoist inverted towards inside of building.

All RFP sealed envelopes shall be identified with the correct project No. RFP: 2009-001-03-19-MSB

I, Rick Molina, acknowledge receipt of ADDENDUM NO. 1 dated, March 2, 2009, for RFP 2009-001-03-19-MSB - "Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

Rick Molina
Printed Bidder Name

03/17/09
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

SPECIFICATIONS

MODEL: 4000 HEAVY DUTY SERVICE DOOR

CURTAIN:
GALVANIZED STEEL 18 GAUGE
#5 FLAT SLAT STANDARD.
DOORS DESIGNED TO WITHSTAND 20 PSF WINDLOAD
WINDLOCKS ON DOORS OVER 8'0" WIDE (20 GAUGE, 22 GAUGE)
WINDLOCKS ON DOORS OVER 14'0" WIDE (18 GAUGE)
GRAY PRIME FINISH

BOTTOM BAR:
1/8" STEEL ANGLES BOLTED BACK TO BACK
BRONZE PRIME PAINT FINISH

GUIDES:
STEEL ANGLES 1/8" AND 3/16" MINIMUM THICKNESS
BRONZE PRIME PAINT FINISH

BRACKETS:
1/4" THICK MINIMUM STEEL PLATE
BRONZE PRIME PAINT FINISH

BARREL:
STEEL PIPE WITH DEFLECTION LIMITED TO .03" PER FOOT OF WIDTH
HELICAL TORSION SPRINGS DESIGNED FOR 50,000 CYCLES
BRONZE PRIME PAINT FINISH

HOOD:
24 GAUGE GALVANIZED STEEL
GRAY PRIME PAINT FINISH

OPERATION:
HAND CHAIN

LOCKS:
CHAIN LOCK MOUNTED ON GUIDES

4000 SERIES
ROLLING SERVICE DOOR

Technical Features

1. Oil tempered torsion springs designed for 50,000 life cycles.
2. Cast iron stops.
3. 1/4" mitch (minimum) steel plate brackets.
4. Heavy duty cast iron gears.
5. Structural angle guides (shown in photo) and bottom bar.
6. Chain keeper.
7. Optional cylinder lock.

For more information visit www.cornelliron.com

4000 Series

18 gauge

ADDENDUM NO. 2

March 18, 2009

"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX
RFP No.: 2009-091-03-16-MSS

Please let this addendum serve as a FORMAL NOTICE to all interested parties that requested bid packets for project #2009-091-03-16-MSS that the following changes be made a part of your bid packet.

Sealed Proposals Due Date has been further extended to:
Wednesday, March 25, 2009 at 3:30 PM

1. Scope of Work Final Review meeting has been scheduled to be held at the conference room of the Purchasing Department on Friday, March 20, 209 at 3:30 P.M.

All RFP sealed envelopes shall be identified with the correct project No. RFP: 2009-091-03-16-MSS

I, Juan Estrada, acknowledge receipt of ADDENDUM NO. 2 dated, March 18, 2009, for RFP-2009-091-03-16-MSS - "Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

Herrera & Hunt.
Printed Bidder Name

03-18-09
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

DL, INC.
DOS LOGISTICS, INC.

Phone: (956) 968-8800
Fax: (956) 447-8194
212 W. 3rd Street
Weslaco, Texas 78596

August 21, 2009

Hidalgo County Purchasing
2802 S. Business Hwy 281
Edinburg Texas 78539

Attn: Moises Salazar, Buyer II

Re: Overhead Door Replacement at County Wide Shop

Dear, Mr. Zalazar,

This letter is to inform you that Dos Logistics, Inc (DL, Inc) has reviewed the job proposal from Herrera and Hunt, Inc regarding the replacement of two sliding doors located at the County Wide Shop with (2) new Model 4000 Heavy Duty Roll-up service doors.

In the package submitted to our office it is stated in the new overhead door specifications that the door is designed to withstand up to a 20 PSF force generated by hurricane force winds. Through our calculations it was determined that the maximum wind forces to be experienced in this site will be between 18 and 19 PSF. Therefore the selected overhead door will be adequate for this location.

DL, Inc has reviewed and found that the specifications and material description submitted to our office is in accordance with the latest codes and specifications. It is DL, Inc's recommendation to proceed with the project by awarding it to Herrera and Hunt, Inc. It is also strongly recommended that the installation of the overhead doors be inspected to ensure that compliance with its manufacturer recommendations and windstorm code are met.

DL, Inc appreciates the opportunity to be of service and if there are any questions or concerns please do not hesitate to call me at (361) 881-9490 or email at jesusjimenez@doslogistics.com

Sincerely,

DL, Inc

Jesus J. Jimenez., PE
Project Manager

AI-17215 **7.C.**

Pct1-Invoice #299407-TEDSI-C-08-227-02-09-Mile 6 West Project

CC CONSENT

Date:	09/01/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of payment for Inv. #299407 for $231.902.69 submitted by TEDSI Infrastructure Group, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-08-227-02-09 and WA #1(PO #617534).

BACKGROUND

Invoice No. 299407-TEDSI-C-08-227-02-09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-039-0-XXX

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

BUDGETARY IMPACT:

PO #617534 for Tedsi Infrastructure Group
Obj. 711- Funds avaiable as of 8-28-09 $57,475.00
Obj. 731- Funds available as of 8-28-09 $262,579.87

Attachments

Link: Invoice #299407-TEDSI

Link: contract#C-08-227-02-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 03:42 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 03:49 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/28/2009 09:22 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Letty Saenz Started On: 08/27/2009 02:56 PM

Final Approval Date: 08/28/2009

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: August 10, 2009
TEDSI Invoice No.: 299407
TEDSI Project No.: 2009-1032-01
Invoice Period: July 1 thur July 31, 2009

Mile 6W

Contract No. C-08-227-02-09
Work Authorization No. 1
PO#: 617534

Original Contract Amount	Adjusted Contract Amount	Adjusted Contract Amount Remaining
$1,906,248.18	**$1,817,940.03**	**$1,368,371.62**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Schematic Design (SD)	$ 256,884.54	15.00%	75.00%	$ 38,532.69	$ 192,663.41
Right-of-Way (ROW)	$ 302,500.00	0.00%	5.00%	$ -	$ 15,125.00
Design Field Survey (DFS)	$ 278,200.00	60.00%	65.00%	$166,920.00	$ 180,830.00
Environmental (ENV)	$ 115,000.00	23.00%	53.00%	$ 26,450.00	$ 60,950.00
Plans, Specs & Est. (PS&E)	$ 865,355.49	0.00%	0.00%	$ -	$ -
Subtotal	$1,817,940.03	12.76%	24.73%	$231,902.69	$ 449,568.41

TOTAL FEE EARNED:	$	449,568.41
LESS PREVIOUSLY INVOICED:	$	217,665.72
TOTAL AMOUNT DUE THIS INVOICE:	$	231,902.69

Aimee Schroller, P. E.
Project Manager

INVOICE RECEIVED BY
Noe Montes 8/26/09
GOODS ACCEPTED BY:
Noe Montes 8/26/09

9-1315-431-00-121-039.0-731 NP

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Status Report

PROJECT: Mile 6 West	**TEDSI JOB NO.:** 2009-1032-01
CLIENT: Hidalgo County	
SUBJECT: Project Status Report	
FROM: Aimee R. Schroller, P.E.	**DATE:** 8-10-09
DISTRIBUTION:	

Mile 6 West Road
Mile 9 North to SH 107
Progress Report
August 10, 2009

1) Schematic Development is ongoing.
   a) Parcels are identified that require ROW acquisition.
      i) Amounts to be acquired have been documented per parcel.
   b) Utility crossings are noted.
   c) Ditch profiles have been developed and are shown on schematic.
2) Hydrology & Hydraulics
   a) Preliminary small drainage areas have been determined for the road side ditches
   b) Completed hydrologic delineation and determined time of concentration and runoff for small drainage areas.
   c) Preliminary ditch profiles have been created and cross-sections developed.
   d) HEC-RAS model for each roadside ditch have been created and problem areas identified.
   e) Preliminary Hydrology and Hydraulic Report is being finalized.
3) Utility coordination is ongoing
4) Coordination with drainage/irrigation districts is ongoing
   a) Coordination with the Hidalgo and Cameron County Irrigation District #9 has included discussing conceptual plan for improvements to irrigation crossings as shown on schematic.
5) Environmental is ongoing.
   a) Environmental document nearing completion.
6) Design Field Survey –
   a) Topographic survey in progress
   b) Preliminary files provided to TEDSI for review.
7) ROW Survey –
   a) Incorporated new survey and reviewing impacts.
8) Coordination with TxDOT ongoing.
9) CD provided with project backup.

Aimee R. Schroller, P.E.

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Vangie

Fax: **Pages:** 3

Phone: **Date:** 8/26/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv#299407 from Tedsi Infrastructure on the next CC for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-227-02-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the **"Engineer"**.

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for **Mile 6 West Road Improvements between SH 107** and **Mile 9 North** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner without** cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is

issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter

referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest

permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event

that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into

the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or

any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every

subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as

well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s best efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the

Engineer has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **100 East Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.** **1201 E. Expressway 83** **Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 09 day of February, **2009**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"
SERVICES TO BE PROVIDED BY OWNER

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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

SCOPE OF SERVICES

TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 6 WEST ROAD – PHASE II
from SH 107 to Mile 9 North

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; help prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts (i.e. relocations/displacements, environmental justice)
      ii) Economic impacts (i.e. property values, regional and individual access,
      (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,
      (2) vegetation, endangered species, historic/archaeological/cultural
      (3) resources, hazardous materials/contamination)
3) Discussion of secondary impacts

4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed.

FIELD SURVEYING

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and Survey Control Data sheets.
   b) Prepare Project Layout sheets.
   c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
   d) Prepare Existing Plan sheets and Planing Layout sheets.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
   f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:

i) Baseline & ROW Designations.
ii) Existing Natural Ground, Finished Grade
iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
iv) Side Slope ratios.
v) Driveways as required.

g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

1) Hydraulic Drainage Study and Documentation
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates. D. Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
      i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
      ii) Scour evaluations and preparation of scour report as needed.
      iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
   a) Determine quantities and prepare quantity summary sheet
      i) List of all bid items
      ii) Bid item quantities
      iii) Specification item number
      iv) Paid item description and unit of measure
   b) Basis of estimate sheet (list of materials)
   c) General notes and specification data sheet
   d) Plan sheet(s)
      i) Existing traffic control that will remain (signs and markings)
      ii) Existing utilities
      iii) Proposed highway improvements
      iv) Proposed installation
      v) Proposed additional traffic controls
      vi) Proposed illumination attached to signal poles.
   e) Notes for plan layout

f) Phase sequence diagram(s)
   i) Signal locations
   ii) Signal indications
   iii) Phase diagram
   iv) Signal sequence table
   v) Flashing operation (normal and emergency)
   vi) Preemption operation (when applicable)
   vii) Interval timing, cycle length and offset
g) Construction detail sheets(s)
   i) Poles (TxDOT standard sheets)
   ii) Detectors
   iii) Pull Box and conduit layout
   iv) Controller Foundation standard sheet
h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
i) General Traffic Signal Requirements
   i) Contact local utility company
      (1) Confirm power source
      (2) Discuss route of aerial or underground interconnect cable (when applicable)
      (3) Adjustment of overhead utility lines
   ii) Prepare governing specifications and special provisions list
   iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans
   a) Signing and Pavement Marking Layouts, details include:
      i) Roadway layout
      ii) Center tine with station numbering
      iii) ROW lines
      iv) Culverts and other structures that present a hazard to traffic
      v) Approximate location of utilities
      vi) Existing signs to remain, to be removed, to be relocated
      vii) Proposed signs (illustrated and numbered)
      viii)Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      ix) Quantities of existing pavement markings to be removed
      x) Proposed delineators and object markers
   b) Determine quantities and prepare Summary of Small Signs Tabulation
   c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
   d) Sign Detail Sheets
      i) Ail signs except route markers
      ii) Design details for large guide signs
      iii) Dimensions of letters, shields, borders, corner radii etc.
      iv) Designation of shields attached to guide signs
      v) Designation of arrow used on exit direction signs
   e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

1) Retaining Walls
   a) Prepare Retaining Walls Layouts and Details, possible wall types:
   b) Retaining Wall Layouts (PLAN), include:
      i) Designation of reference line
      ii) Beginning and ending retaining wall stations
      iii) Offset from reference line
      iv) Horizontal curve data

v) Total length of wall
vi) Indicate face of wall
vii) All wall dimensions and alignment relations (alignment data as necessary)
viii) Soil core hole locations
ix) uncontaminated, subsurface drainage details

c) Retaining Wall Layouts (ELEVATION), include:
i) Top of wall elevations at each joint or intervals
ii) Existing and finished ground line elevations
iii) Limits of measurement for payment
iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
v) Uncontaminated, subsurface drainage details

d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.

e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.

f) Typical Retaining Wall cross sections.

g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.

2) Illumination

a) Illumination Plan Layouts
i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
ii) Center line with station numbering.
iii) ROW lines.
iv) Symbol legend. Use department standard symbols for lighting and electrical.
v) Culverts and other structures that present a hazard to traffic.
vi) Location of underground utilities, if not shown on plan profile.
vii) Location of overhead electrical tines, both crossing and parallel to ROW.
viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
ix) Existing service poles, electrical circuits, ground boxes, etc.
x) Contact electric utility for service pole locations, voltage characteristics.
xi) Location of proposed roadway illumination
xii) Proposed electrical circuits.
xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

b) Prepare FAA forms and letters if required.

3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.

4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.

5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.

7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate alt phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately

adjacent to this project.

a) Formulate overall Traffic Control concepts and construction sequence phases.
b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    i) The sequence of construction and method of handling traffic during each phase.
    ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
d) Develop TCP quantities and prepare Summary of Quantity sheets.
e) Develop CPM Construction Schedule utilizing Suretrack Software.

8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare list of right-of-way encroachments if needed.
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.

BRIDGE DESIGN

1) Preparation of Structural Details
    a) New Structures
    b) Replacement Structures and Widenings
    c) Bridge Classification Culverts
        i) New Bridge Class structures as required
        ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
    a) Bridge Layouts (PLAN)
        i) Horizontal curve information or bearing of centerline.
        ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
        iii) Bearing of center line or reference line.
        iv) Skew angle(s).
        v) Slope for header banks and approach fills.
        vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
        vii) Approach pavement and crown width.

viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
ix) Bridge end treatments (cement stabilized backfill details, etc.)
x) Limits and type of riprap.
xi) Proposed features under structure.
xii) Location of profile grade line.
xiii) North arrow.
xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
xv) Cross slope and superelevation data.
xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
xvii) Location of soil core holes (station and offset), shown on layout.
xviii) Bent stations and bearings.
xix) Retaining wall locations.
xx) Traffic flow directional arrows.
xxi) Railing types shown (use single slope railing unless otherwise directed).
xxii) Joint types and seal size, if used.
xxiii) Beam line numbers consistent with span details.
xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
xxv) Bearings of utilities.
xxvi) Overhead sign bridge locations, if applicable

b) Bridge Layouts (ELEVATION)
i) Type of foundation.
ii) Finished grade elevations at beginning and end of bridge,
iii) Overall length of structure.
iv) Length, type of spans and units.
v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot

intervals. If single column bents with single drilled shafts are planned, TCP values should betaken at closer intervals in the upper 15 feet.

5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
6) Bridge Special Provisions and Specifications (each bridge)
7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
9) General Bridge Design Considerations
   a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
   b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
   c) Provide recommendations for the possibility of using pre-cast caps or columns.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT “D"
FEE SCHEDULE

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	* TxDOT BASE RATE
Engineering	
Sr. Project Manager	$69.91
Project Manager	$58.07
Sr. Engineer	$50.63
Project Engineer	$45.09
Engineer	$34.26
Sr. Engineer Designer	$38.65
Engineering Designer	$33.88
CADD Operator	$31.88
Secretary	$19.35

*** Contract Rate to be TxDOT Base Rate time standard multiplerwith profit.**

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"
WORK AUTHORIZATION

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc**. professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:
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 $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

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. Funding. This Work Authorization No.___ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL Period of Service.**

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and **Obligations.** This Work 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.**

HIDALGO COUNTY COMMISSIONER PCT. 1

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court as indicated below and effective as of _____day of _____, **2009.**

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (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"	-	Estimated Cost Proposal

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __

SUPPLEMENTAL AGREEMENT NO. _____

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below: 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 $_____ _____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

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 Services. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

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, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (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"	-	Estimated Cost Proposal

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson

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: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
INSURER E:	

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

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 GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	1075066054	09/11/2008	09/11/2009	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 $ 300,000 $ 10,000 $ 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	2097261054	09/11/2008	09/11/2009	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	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2008	09/11/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim Aggregate	$2,000,000 $2,000,000

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

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. BLdg.
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Byron Johnson/SHERRY

©ACORD CORPORATION 1988

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

21.B.2.

AI-13868
Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj
CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

EXHIBIT "E"

Contract No. C-08-227-02-09
Work Authorization Form

WORK AUTHORIZATION NO.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **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 Mile 6 West from SH-107 to Mile 9 North as indicated below:

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 lump sum amount for services under this Work Authorization is **$ 1,906,248.19**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**. This amount will be reduced by **$ 88,308.16** for amounts previously paid under **Contract No. C-07-050-05-22**. The new amount payable under **Contract No. C-08-227-02-09** is **$ 1,817,940.03**.

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. Funding. This Work Authorization No. 1 shall be funded through funding source:
Account No. **9-1315-431-00-121-039-0-731/711**
Requisition No. _____ **(MUST BE INCLUDED AFTER COUNTY COURT 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 scope of work as indicated in **Attachment B.**

PART 6. Responsibilities and Obligations. This Work 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 the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 1
By: _____
Sylvia S. Handy, Commissioner

Part 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 2/9/09 as indicated below and effective as of 9th day of February 2009.

A purchase order will be issued by the Hidalgo County Purchasing Department after execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Work Authorization.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

THE OWNER
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, 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" - Estimated Cost Proposal

WORK AUTHORIZATION NO. 1

MILE 6 WEST ROAD

SH-107 to Mile 9 North

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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.
15) Traffic data and turning movement counts

WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

CSJ:	0921-02-168
Highway:	Mile 6 West Road
County:	Hidalgo
Limits:	From SH 107 south to Mile 9 North
Project Length:	7.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 68 foot paved rural roadway consisting of four 12-foot travel lanes and a two 10- foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affecte landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms with the team. Quality review will include technical requirements.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Develop a design schematic based on alignment previously selected and submit to TxDOT for review.
   b) Revise schematic to incorporate TxDOT's comments
   c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
5) Use TxDOT provided flexible pavement design report.
6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
7) Identify existing right of way limits and locate all major utilities within the study limits.

8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board o Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performin services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent editio of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points withi the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the leve loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for th newly establish BMs and included in the deliverables.
   b) Stake existing centerline
      i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center poin to be set are every 1000 feet.
      ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way lin (on both sides).
      iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on th pavement using traffic paint.
4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtai additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc…) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc…) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.

b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The Engineer shall update all files and plans based on the utility company responses.
   f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
   g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
   h) Contact "One Call" to request marking of underground utilities
   i) Request existing utility information from local utility companies
   j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
   k) The Engineer will obtain measure downs on utilities as follows
      i) Top of key on gas line values
      ii) Top of key on water line values
      iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
      iv) Flowline, size pipe for irrigation systems
      v) Flowline and size of system for inverted siphons.
   l) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
   a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

i) General
   (1) Graphics files will be in Microstation and Word software.
   (2) Photos of proposed ROW staking included.
   (3) Field notes and Parcel Plats are numbered continuous.
   (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans

ii) Title Sheet Requirements
   (1) Title and description of project including county, limits, etc.
   (2) Vicinity map with begin and end sta.
   (3) Equations and Exceptions
   (4) Index
   (5) Legend
   (6) Title block completely filled out with Construction and R.O.W. CSJs'
   (7) List all Major Utilities from Station to Station

iii) Individual Map Sheet Requirements
   (1) Sheet size 34" X 22"
   (2) Text legible when reduced to half-scale.
   (3) Title block completely filled out with R.O.W. CSJ
   (4) Matchlines
   (5) Project layout sheet

iv) Existing information:
   (1) R.O.W. lines
   (2) Whole property or whole property inset
   (3) Roadways
   (4) Survey, county, and city limit lines shown and labeled
   (5) Improvements shown and labeled (see below)
   (6) Monumentation i.e. P.C., P.T., Break Points
   (7) North arrow
   (8) Scale
   (9) Property lines
   (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
   (11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
   (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
   (2) Survey and R.O.W. lines
   (3) Basis of bearings
   (4) Parcel bearings and distances correspond with traverse sheet
   (5) Outside ties (P.O.C.) corresponds with field notes
   (6) Point of beginning (P.O.B.) established on proposed R.O.W. line
   (7) Parcel tied to baseline
   (8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
   (9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
   (10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
   (1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
   (2) Location of underground storage tanks and/or filler caps are shown and labeled

c) Field Notes

i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)
xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable
(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

d) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) will be prepared by the Engineer for the Mile 6 West in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project a FONSI (as identified by the NEPA process) is anticipated. Should it be determined that additional work beyond an EA be required, the additional work will be added by supplemental agreement.

1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
2) Alternatives Analysis
   a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
   b) It will also describe the reasonable alternatives and those eliminated from further study.
3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
   a) Land Use and Public Facilities.
   b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.
   c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.
   d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).
   e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
      i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;

ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;

iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;

iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and

v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);

f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources

i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) Four copies of a summary reconnaissance report will be provided and will include the following:

(1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

(2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

(3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

(4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.

n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.

5) Public Involvement

a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

b) Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.

c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.

d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

i) Local, county and municipal government agencies

ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary

iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species

iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.

v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database

vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.

6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

7) Assumptions Used to Derive the Proposed Scope of Services:

a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.

b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.

d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.

f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.

2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated

per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals

pedestrian heads, signage, and pavement markings.

8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet
2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -

1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

ENVIRONMENTAL ASSESSMENT
The Engineer shall submit the Environmental Assessment to the Texas Department of Transportation for review and approval. Three hard copies and one CD with PDF's of the submittal will be provided for the preliminary draft, final draft and final assessment.

HYDRAULIC DELIVERABLES
The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

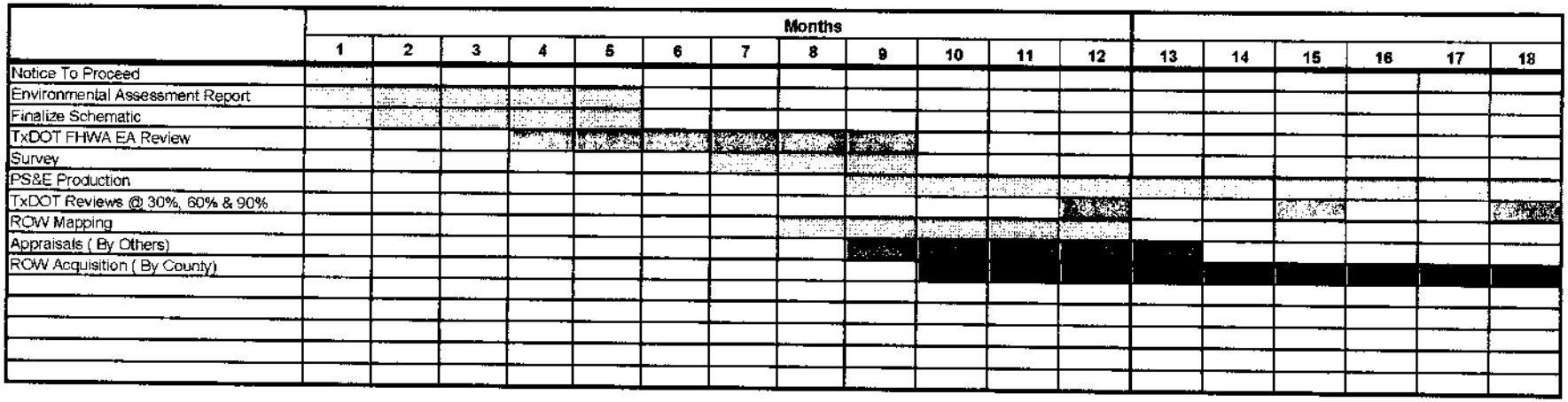
SURVEY DELIVERABLES
The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

ATTACHMENT "C"

Work Schedule



General Management/Coordination

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Project Meetings (4 per month for 18 months)	144		72			36	252
Preliminary Estimate	8	16	24		40		88
Project Administration/Coordination	36					36	72
Total	188	16	96	0	40	72	412

Topographic Survey

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
QA/QC Survey		24		40			64
Subconsultant Management	72					72	144
Total	72	24	0	40	0	72	208

Utility Coordination

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Utility coordination/meeting	72				120	40	232
Prepare and send utility submittals	4				60	60	124
Determine/resolve utility conflicts	24		60		80		164
Maintain communication documentation	36		72			72	180
QA/QC Survey		24		60			84
Subconsultant Management							0
Total	136	24	132	60	260	172	784

Schematic, EA and Public Involvement

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Schematic Document	80	120	160	320	360	80	1120
Coordination of EA Document	80		40		80	60	260
Review Meetings during schematic development	48	48				24	120
Development of DSR	4		8			2	14
Development of exhibits for Public Meeting	4	8	16		24	4	56
Development of Mailing List	1	4				8	13
MAPO Meetings (110 at 2 Hours Ea)	220				80	110	410
Attend Public Meeting (2 Meetings)	16	16				8	40
Document Public Meeting	12	12				12	36
Development of exhibits for Public Hearing	8	12	16		32	8	76
Attend Public Hearing (1 Meeting)	8	8					16
Respond to comments from Public Hearing	24	24				16	64
Prepare Submittals for TxDOT/FHWA review/approval	4	8		16	16	8	52
Revise documents as necessary	16		40		80	16	152
Total	525	260	280	336	672	356	2429

General PS&E

Description	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		Sheet Count
Title Sheet	1		4		8		13	1
Project Layout	8		16		40		64	8
Typ Sections	4	4	16		24		48	4
Pavement Design							0	
General Notes	1	4	8			4	17	
Estimate and Quantity	8		40		72	12	132	6
Miscellanous Forms	1	2				1	4	
Preparation of Submittals	5	20		40	40	24	129	
Review meetings	10		10			10	30	
Determine and Plot Standards	2	4			30		36	50
QA/QC Submittals	100	120				40	260	
Summaries	8	16		60	80		164	40
Total	148	170	94	100	294	91	897	107

Traffic Control Plan	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Phase Narrative	8	16				16	40	2
Typical Sections	4	8	16		16		44	2
Phase Layouts (Two Phase, Double Stacked, 1"=100')	24	40	72	100	200		436	40
Temporary Traffic Signals (Two Phases, 3 Intersections)	16	24	32	40	60		172	6
Detours and Miscellaneous Details	8		24	32	40		104	10
Total	60	88	144	172	316	16	796	60

Roadway Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Alignment Sheets	1	2			4		7	4
Benchmark Data Sheets		1			4		5	2
Plan and Profile (Roadway)(1"=100')	50	72	120	160	240		642	40
Intersection Layouts (6 Locations)	8	12	20	32	48		120	6
Side street Layouts (30 Locations, 2 per sheet)	24	48	60	80	100		312	15
Driveway Details and Summaries	4		32		60		96	8
Cross Sections (2 per STA, 12 per sheet)	8		60	100	120		288	66
Misc. Details	4	8	24	32	40		108	6
Total	99	143	316	404	616	0	1578	145

Drainage Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Drainage Area Maps	16	32	40		64		152	8
Hydrology Calculations	16	24	36			4	80	4
Hydraulic Calculations	24	60	72			4	160	8
Culvert Layouts, Cross-sections and Detail Sheets	16	24	40	60	80		220	20
Misc. Details			8		24		32	4
Total	72	140	196	60	168	8	644	44

Traffic Items	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Traffic Signal Warrant Study (Mile 9 N)	1	4	4		10	2	21	
Existing Conditions (Mile 9 N)	1	4	4		12		21	1
Prop. Signal (Mile 9N)	4	10	24		40		78	2
Traffic Signal Warrant Study (Mile 10N)	1	4	4		10	2	21	
Existing Conditions (Mile 10N)	1	4	4		12		21	1
Traffic Signal Layouts (Mile 10N Existing)	4	10	24		40		78	2
Traffic Signal Warrant Study (SH 107)	1	4	4		10	2	21	
Existing Conditions (SH 107)	2	8	8		20		38	2
Traffic Signal Layouts (SH 107 Existing)	8	12	24		40	2	86	4
Electrical Service Data Sheet	1	4	9		12	1	27	2
Summary of Quantities for Signalization	1	2	8		12	2	25	1
Signing and Striping Plans (1"=100')	24	40	60	100	160		384	40
Summary of Quantities for Signs	4	8			40		52	8
Summary of Quantities for Striping	2		6		8		16	1
Intersection striping details	4	8			24		36	3
District Standard Detail Drawings	1	4	8		12		25	4
Total	60	126	191	100	462	11	960	71

Environmental & SW3P	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
SW3P Sheets (Two Phases, Double Stacked, 1"=100')	24		48	100	120	16	308	40
Epic Sheet	2		6		8		16	2
Total	26	0	54	100	128	16	324	42
Total Hours	1386	991	1503	1372	2956	814	9022	469
	$ 183.19	$ 154.46	$ 137.55	$ 117.91	$ 103.37	$ 59.03		
	$ 253,901.34	$ 153,069.86	$ 206,737.65	$ 161,772.52	$ 305,561.72	$ 48,050.42	$	1,129,093.51

Project DirectCosts

Copies, Bond Plots, Mylar Plots & Mileage		$ 56,454.68
	Sub-Total Basic Fee	**$ 1,185,548.19**

Additional Services

Aerial & Topographic Survey $30,000/mile	7.5 Mile X $30,000/Mile	=	$225,000.00
Horiz. & Vert. Control Benchmarks	38 Ea. X $1,400.00/ Ea.	=	$53,200.00
Right of Way Mapping 110 parcels at $2,750/parcels	110 Ea. X $2,750/Ea.	=	$302,500.00
Environmental Assessment at $30,000/mile		=	$140,000.00
	Sub-Total Additional Services	=	**$720,700.00**
	Total Lump Sum Fee (Basic +Additional)	=	**$ 1,906,248.19**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

TO FOSTER AND DELIVER A SAFE, INNOVATIVE AND RELIABLE TRANSPORTATION SYSTEM THAT ADDS VALUE TO CUSTOMERS, COMMUNITIES AND THE ECONOMY

An Equal Opportunity Employer

AI-13868 **21.B.2.**

Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj

CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

AI-17222 **7.D.**

Authority to Publish Sealed Competitive Procurement

CC CONSENT

Date:	09/01/2009
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to advertise a sealed competitive procurement for fiber optic based: Internet Connection Provider with specifications, requirements, etc. to be developed and drafted by the Purchasing Department in collaboration with the IT Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Obj. 432-Funds available for req #158517 for Time Warner Cable of $1,000.00 as of 8-28-09.
Obj. 534-Funds available for req #158517 for Time Warner Cable of $28,470.00 as of 8-28-09.

Services provided will cover July-December 2009.

Available acct balance for obj. 432 & 534 is $13,480.13 and $19,754.51, respectively as of 8-28-09.

Attachments

Link: Time Warner Cable

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2009 11:32 AM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 01:13 PM	APRV
3	Erika Zamora	Erika Zamora	08/28/2009 04:24 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/28/2009 04:52 PM	APRV
5	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Tanya Delira Started On: 08/27/2009 04:50 PM

Final Approval Date: 08/28/2009

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From: Renán Ramirez Add to Address Book
To: tanya.delira@co.hidalgo.tx.us
Date: Friday, August 28, 2009 9:36:14 AM
Subject: AT&T 2nd Quote Internet

From: GUERRA, NELDA T (ATTSWBT) [mailto:ns1662@att.com]
Sent: Thursday, July 30, 2009 4:14 PM
To: Renán Ramirez
Cc: SAENZ, RUFINO (ATTSWBT)
Subject: RE: Internet

Renan,

The budgetary cost for a 45Mbps Port and Access thru DIR is as follows:

Flat Rate 45Mbps Port - $2,275.00
Local Access DS-3 - $5,200.00

Total Monthly - $7,475.00 / mo

Please contact DIR direct for an official quote at the following number:

To Order New or Modify Existing Service, Please Call a Solutions Design Representative

In order to provide the best possible service, we are now asking all customers, including those ordering new service and those requesting modification of existing service, to contact our Solutions Design Team.

Please call our Solution Design Center at **512-463-7800**. Or, e-mail your requests to our DIR Telecommunications Solutions staff.

Or, if you prefer, please contact one of our Solution Design representatives directly:

E-mail Laura Muncey or phone **512-463-3579**.

E-mail Walter Gaylor or **512-475-0855**.

Please email me or call me if I can be of assistance. If I am not available, please call Rufino Saenz at 984-4614.

Thanks,

Nelda Guerra
Account Manager 2
Government/Education Accounts
AT&T Texas
721 Beech Ave.
McAllen, TX 78501
Tel: 956 984-4617
Fax: 956 630-8403

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From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, July 30, 2009 3:23 PM
To: GUERRA, NELDA T (ATTSWBT)
Subject: Internet

Nelda,

Does AT&T offer a 45Mbps dedicated internet circuit?

- What type of circuit is it?
- What is the monthly rate?

Please let me know ASAP.

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792
W: 956.289.7444
E: renan@co.hidalgo.tx.us


Please refrain from printing this email unless completely necessary. Go Green!

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From: Renán Ramirez Add to Address Book
To: tanya.delira@co.hidalgo.tx.us
Date: Friday, August 28, 2009 9:23:04 AM
Subject: Bandwidth - Quote #3

This is the answer to my request for a proposal to this company, FOREMOST. I did not receive an answer...

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792
W: 956.289.7444
E: renan@co.hidalgo.tx.us


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From: Halcomb, Larry [mailto:halcomb@foremosttelecom.com]
Sent: Friday, July 31, 2009 1:54 PM
To: 'Renán Ramirez'
Subject: RE: Bandwidth

Mr. Ramirez,

James is no longer with Foremost unfortunately. He is back in San Antonio.

I would love the change to visit with you- I had worked some pricing with James for you previously.

We can drop a DS3 loop at the courthouse or we can build fiber to you (and would be happy to do so).

I will put some pricing together. Do you have a time frame?

Sincerely,
Larry

Larry Halcomb
President
Foremost Telecommunications
956-425-4014 x1028
956-495-4444 (cell)

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, July 30, 2009 11:23 AM
To: 'James Vaello'
Subject: Bandwidth

James,

What is the cost of a 45Mbps internet circuit into the courthouse? What kind of circuit is it? Do you provide a dedicated fiber circuit? Is there an installation cost?

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas

M: 956.457.0792
W: 956.289.7444
E: renan@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

AI-17218 **7.E.**

Invoice Payment #110 & 111-Guerra Construction

CC CONSENT

Date:	09/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance of billing and approval for County Treasurer to issue payment to "Guerra Construction-Contract #C-09-009-03-03" for invoice #110 in the amount of $40,367.00 and invoice #111 in the amount of $16,303.50 through purchase order #624409 after County Auditor's review and processing procedures are completed.

BACKGROUND

In connection with the Interlocal Agreement between Hidalgo County and Drainage District No.1 for the purchase and installation of guardrail project along certain International Boundary /Water Commission (IBWC) Levees throughout Hidalgo County.

Invoices submitted by vendor were incorrect accordingly to project details thus delaying process for payment. Vendor has initiated the corrections and request for payment has been forwarded for proper process.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$286,637.00 available funds in P.O.# 624409 as of 08/28/09. rc

Attachments

Link: Invoice Documentation

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 04:51 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 09:12 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 11:33 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Vangie Garcia

Started On: 08/27/2009 03:39 PM

Final Approval Date: 08/28/2009

GUERRA CONSTRUCTION CO

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

Invoice

Date	Invoice #
7/21/2009	110

Bill To	Ship To
Hidalgo Co. 2812 S. Hwy. 281 Edinburg, Tx. 78540	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
616815			7/21/2009			

Quantity	Item Code	Description	Price Each	Amount
3,500	Guard-Rail	INSTALLATION OF 3500 LINEAR FEET OF NEW GUARDRAIL	9.70	33,950.00
650	Guard-Rail	INSTALLATION OF 650 LINEAR FEET OF NEW CURVED GUARDRAIL	9.70	6,305.00
4	Guard-Rail	INSTALLATION OF 4 END WINGS	28.00	112.00
		LOCATION: DHS SEGMENT 0-7 HIDALGO CO. DRAINAGE DISTRICT		

Total $40,367.00

GUERRA CONSTRUCTION CO

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

Invoice

Date	Invoice #
7/27/2009	111

Bill To	Ship To
Hidalgo Co. 2812 S. Hwy. 281 Edinburg, Tx. 78540	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/27/2009			

Quantity	Item Code	Description	Price Each	Amount
1,550	Guard-Rail	INSTALLATION OF 1550 LINEAR FEET OF NEW GUARDRAIL	9.70	15,035.00
125	Guard-Rail	INSTALLATION OF 125 LINEAR FEET OF NEW CURVED GUARDRAIL	9.70	1,212.50
2	Guard-Rail	INSTALLATION OF 2 END WINGS	28.00	56.00
		LOCATION: DHS SEGMENT 0-6 B,C HIDALGO COUNTY DRAINAGE DISTRICT		

Total $16,303.50

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: Guerra Construction

By: _____

Printed Name: Ricardo Guerra

Title: _____

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

RFB 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

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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

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
SPECIFICATIONS

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

BID PAGE

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

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.:**

Distributor _____ S

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 CON

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.

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

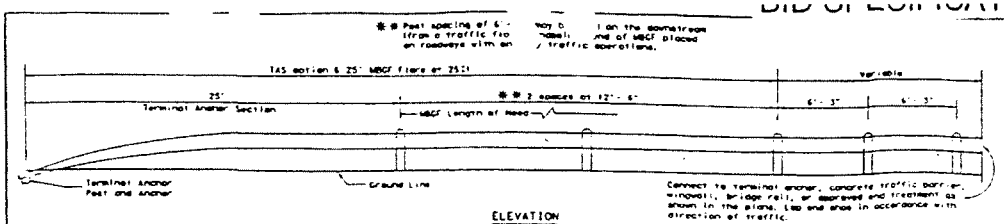
SGT(5)-97	Deleted. Not replaced.
SGT(7)-01	Replaces SGT(7)-00. Revised bill of material, ET 2000 Plus end treatment did not change.
SGT(8)-01	New SKT 350 guardrail end treatment.

REVISED: July 2001; Contact the Design Division (512) 416-2653

Texas Department of Transportation
Design Division (Roadway)

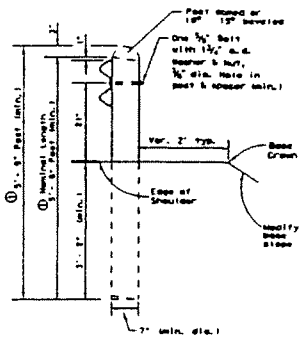
STANDARD SHEETS
AND
DESIGN DETAILS

FILE: RDWINDEX.DGN

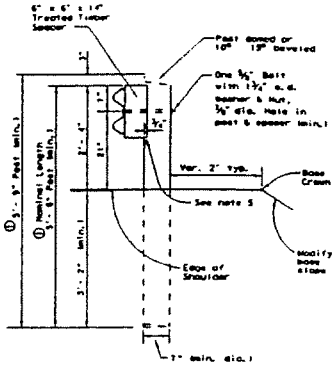


ELEVATION

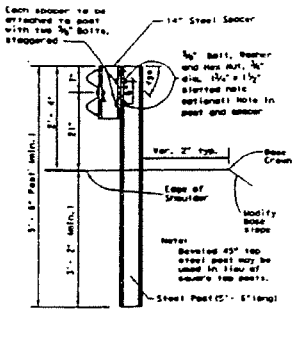
Note ①: Where a nominal length of 6'-0" is specified as acceptable elsewhere in the plans, these dimensions shall be increased by 0'-6". The additional length should be specified only on roadways where future ACP overlays and adjustments of the rail height on the same posts are likely.



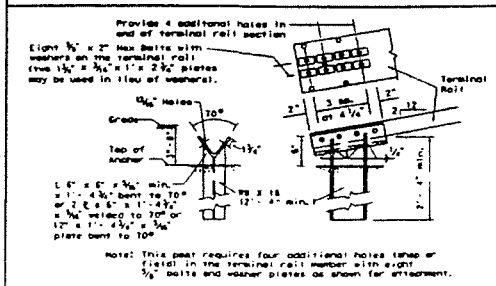
WOOD POST

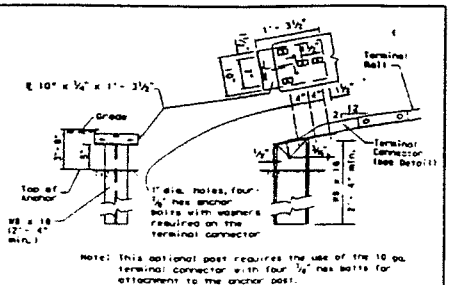


WOOD POST (Blockout)

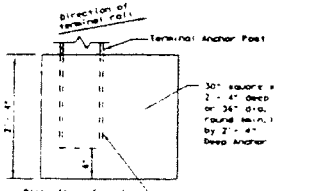


STEEL POST (Blockout)





TERMINAL ANCHOR POST OPTIONS

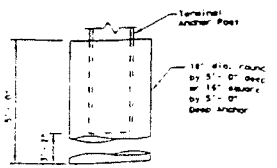


Notes: Either post may be used with either anchor.

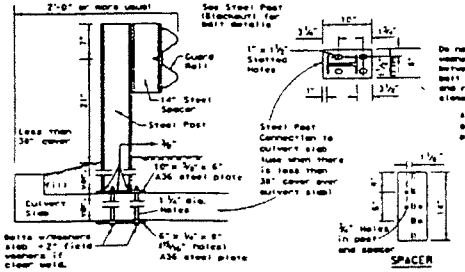
No construction joint is allowed in the concrete anchor.

Terminal rail may be bolted to post end in field position prior to placing concrete anchor.

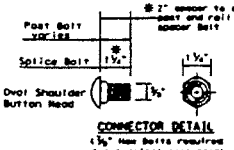
If concrete anchor is precast, the area should be compacted as directed by the Engineer, when placed in the field.



TERMINAL CONCRETE ANCHOR OPTIONS



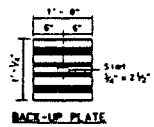
LOW FILL CULVERT POST MOUNTING OPTION



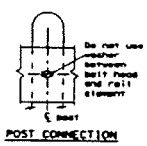
CONNECTOR DETAIL

⅝" Hex Bolts required for terminal connector

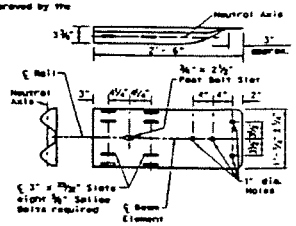
* Or as approved by the Engineer



BACK-UP PLATE

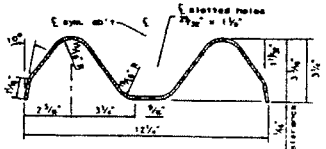


POST CONNECTION WOOD POST



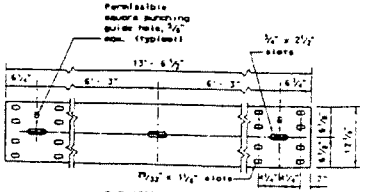
TERMINAL CONNECTOR

(10 Gauge Minimum)



Note: Actual section may be slightly different depending upon the manufacturer.

SECTION THRU GUARD RAIL



ELEVATION OF NOMINAL 12½ FOOT GUARD RAIL

GENERAL NOTES

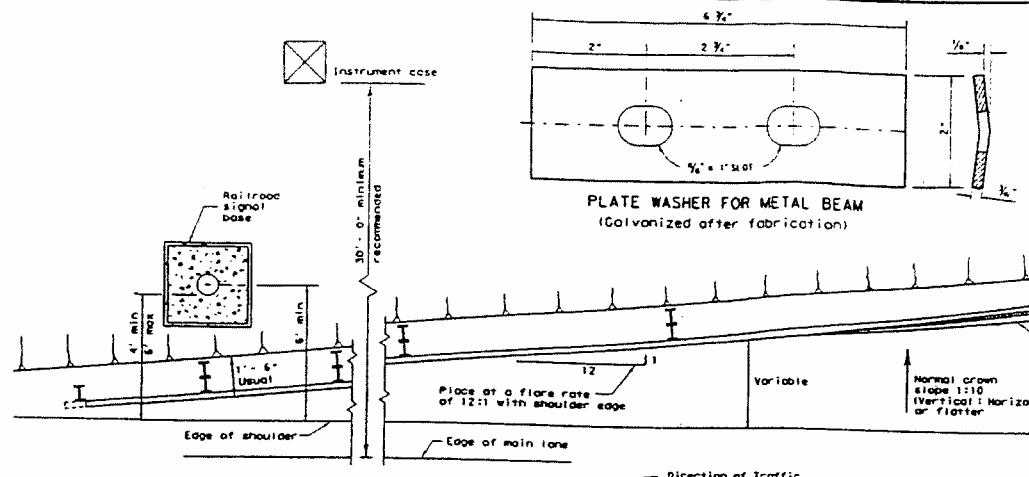
1. The exact position of guard fences shall be as shown elsewhere in the plans or as directed by the Engineer. Guard fence shall be parallel to a smooth continuation with other guard fences or structure railing as shown elsewhere on plans.
2. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be placed such that the face of rail is tangential (directly behind or facing the face of rail). Rail element ends during shall be installed so that the post bolt is fastened approximately 21" 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 curbed and shoulder edge not-tangential. In order to provide a 2' offset between the face of rail and shoulder edge for curbed and shoulder edge not-tangential, taking into account the 25" width of the post, it may be necessary to place the guard fence 3" behind the shoulder edge for curbed and shoulder edge not-tangential. In order to provide a 2' offset between the face of rail and shoulder edge for one-way traffic operations on the deceleration end of guard fences.
4. At the option of the Contractor, the rail elements for the guard fence may be furnished in either 12½ or 25 foot nominal lengths with post bolt holes for approximate 6½ posts.
5. Timber posts may be beveled from 10 to 15 degrees on the top of posts wide with high side of top of post toward traffic when required by the plans. Where beveled guard fence is specified on the plans, posts may be 6"x 8" rough dressed timber posts or yellow pine shall be used with steel posts. Where steel posts are specified, the steel post shall be notched to provide flat surfaces for timber spacer. A tolerance of 2.5% will be permitted on the nominal dimensions of this post. Routing this post shall be on the front of the post opposite the side of the post bearing the shop mark. Posts shall be set so the center of rail is 21½".
6. Steel posts shall be bituminous coated. Steel posts and spacers shall meet the requirements of AASHTO M-183 (ASTM A-36) or AASHTO M-270, Gr. 36. Post holes shall be approximately centered between ends 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 variation of a post adjacent to intersecting roadway of 3'-1½" and posts adjacent to Type 10 bridge rail are spaced at 6'-3". Post spacing delineated on structures may vary as shown on bridge rail details or as directed by the Engineer.
8. The upper 30" tolerance of the terminal anchor post and all steel fittings thereon shall be galvanized.
9. The terminal anchor post shall be set in line (or concrete in tangent portion shown on plans) in accordance with Item, "Portland Cement Concrete." Concrete shall be consolidated by the use of hand tamping or mechanical vibrators.
10. An anchor arrow shall be a terminal anchor post shall consist of a connection similar to the rail splice or similar to the terminal connector.
11. Expansion plates shall be provided at intermediate expansion steel posts. Expansion 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. Bolts, nuts and plate washers for bolted splices and nuts that are provided for terminal connector and terminal anchor posts shall conform to Type 2 bolts, or 1" dia. and 2" o.d. x 0.134" (AASHTO M270, Grade 36).
13. The 10 gauge terminal connectors must be used with the approved terminal anchor post. Either anchor post may be used with either concrete anchor.
14. Guard steel posts and spacers shall meet the requirements of ASTM A-36. The flange width and thickness, and depth of section 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 installation will be required at 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" beyond it. Quarter round holes for carriage bolts shall be punched or drilled. Bolts, nuts, washers and plates, except for "structural" fittings shall be in accordance with Item, "Metal for Structures." Fittings shall be satisfactory to the Engineer requiring construction of MBGF or terminal anchor section.
17. Crown slits 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 resulting void be filled with a sand-asphalt material, and embedment depth may be as ordered by the Engineer. Timber posts shall not be set in concrete.

Texas Department of Transportation
Design Division (Roadway)

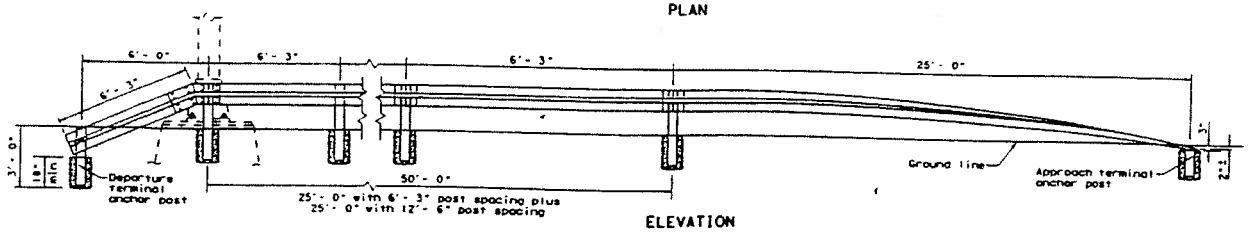
METAL BEAM GUARD FENCE

MBGF-94 Pg 2

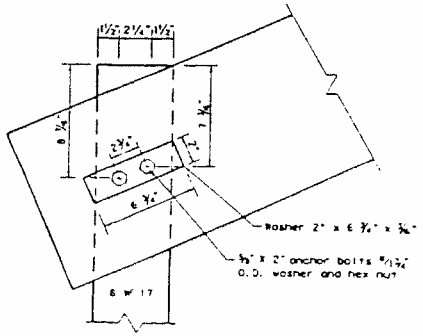
BID SPECIFICATIONS



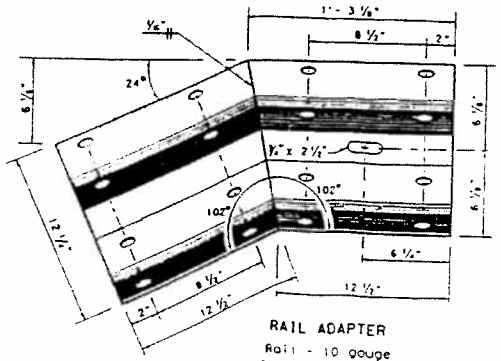
PLAN



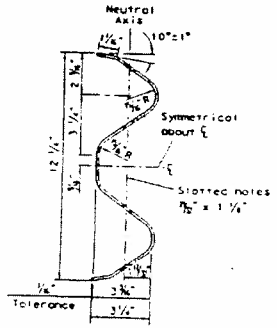
ELEVATION



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.

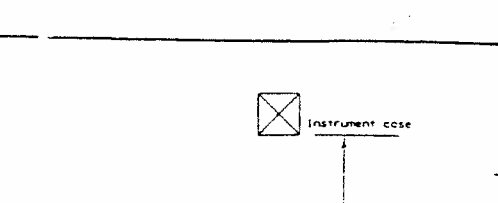
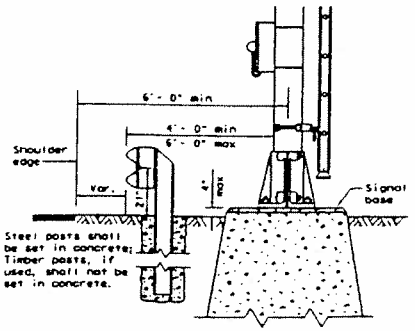


PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)

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.



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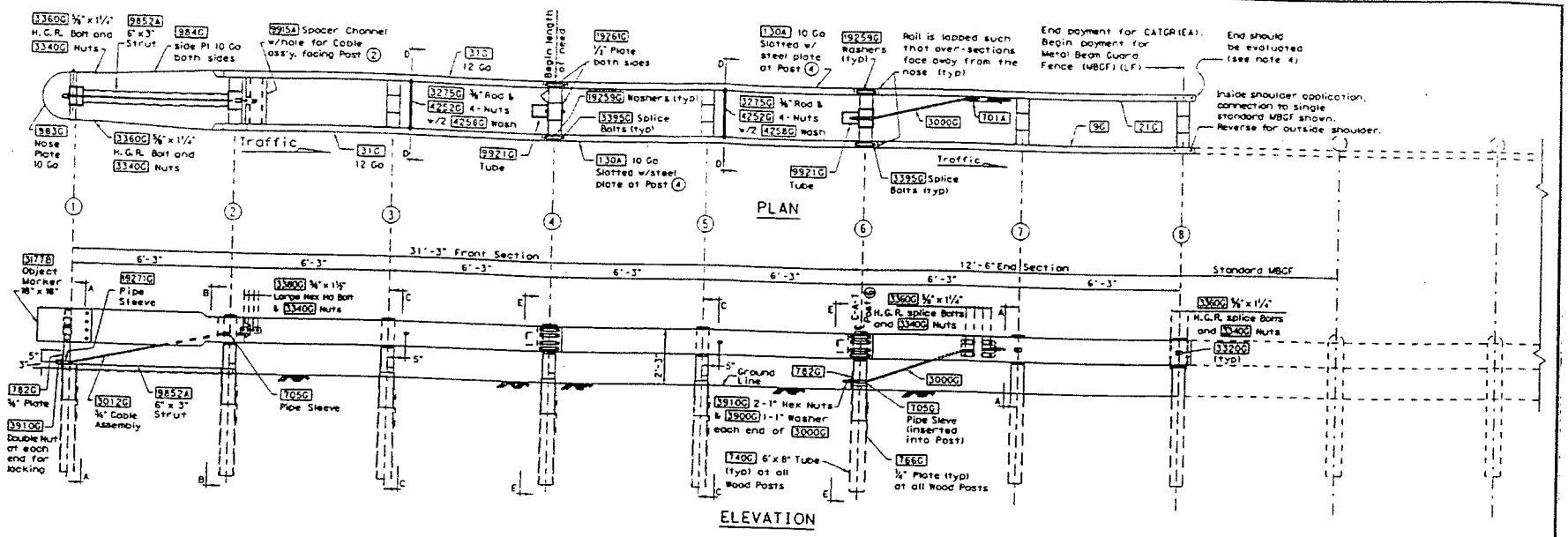
Texas Department of Transportation
Design Division (Roadway)

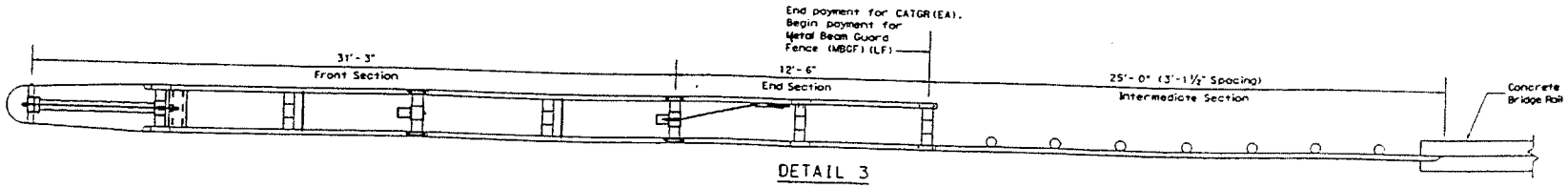
METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

GF (RRSP)-96

R = Radius
D = Diameter

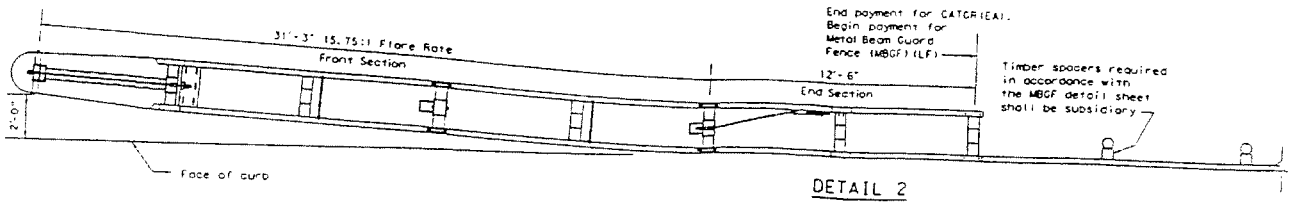
BID SPECIFICATIONS





DETAIL 3

Usual minimum placement to protect bridge ends



DETAIL 2

Placement at curbed locations

Texas Department of Transportation
Design Division (Roadway)

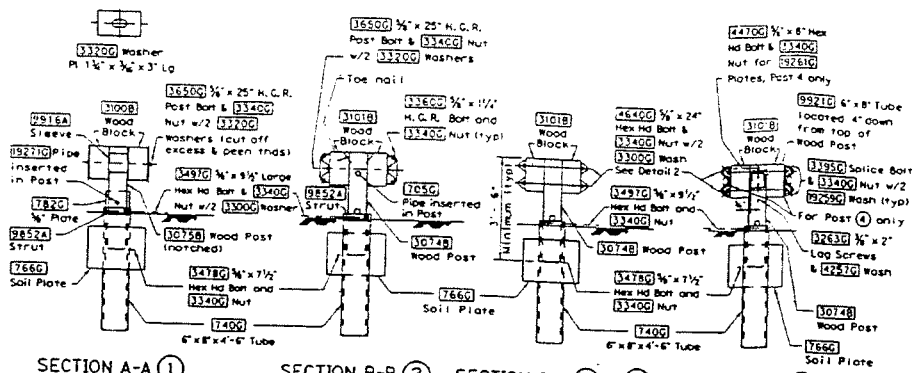
CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(1)-97

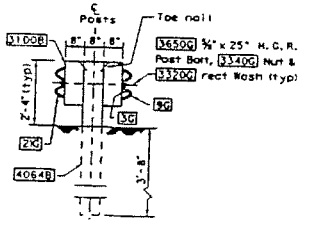
Sheet 1 of 2

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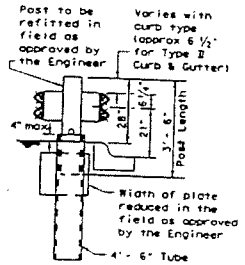
BID SPECIFICATIONS



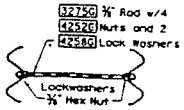
Note:
There are no Rail to Post attachments for Posts ③, ⑤, & ⑥



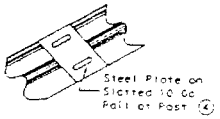
POSTS ⑦ & ⑧



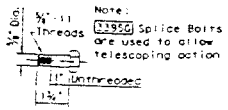
TYPICAL CURB PLACEMENT
(See CATGR(1) Detail 2)



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
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"
30758	1	Wood Post 5½" x 7½" (Notched)(Post 1)
30748	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)
9927G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
9926G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3017G	1	Cable Assembly (From Post 1 to 2)
3275G	2	⅜" Restraint Rod (Post 3 & 5)
9925G	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 ½" H.H. Splice Bolt
3650G	2	⅝" 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)
9G	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

3380G	24	⅝" x 1¼" H.G.R. Splice Bolt
3400G	4	⅝" x 25" H.G.R. Post Bolt
3280G	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 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 DSGN(VIA).

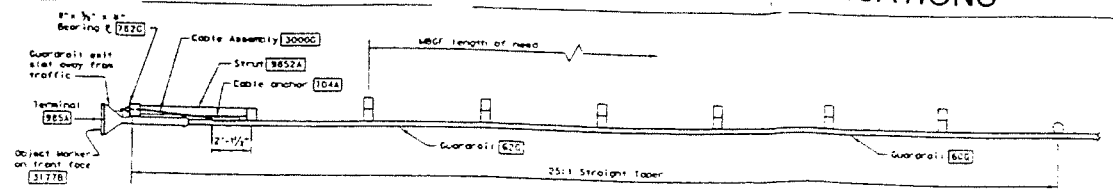
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL) CATGR(2)-97

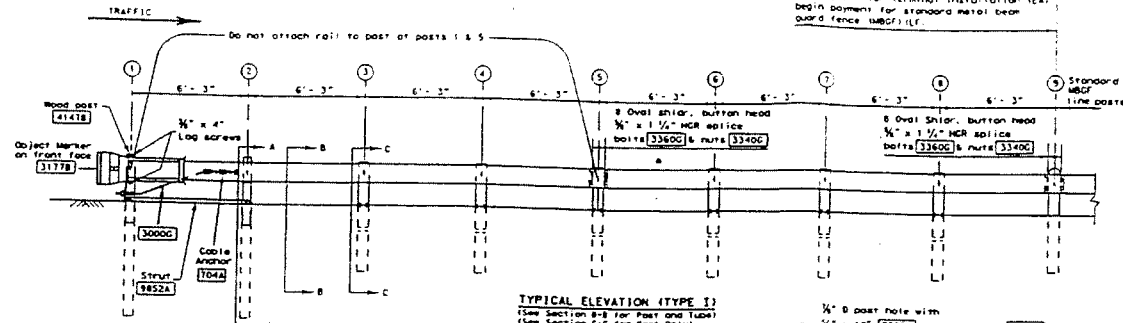
Sheet 2 of 2

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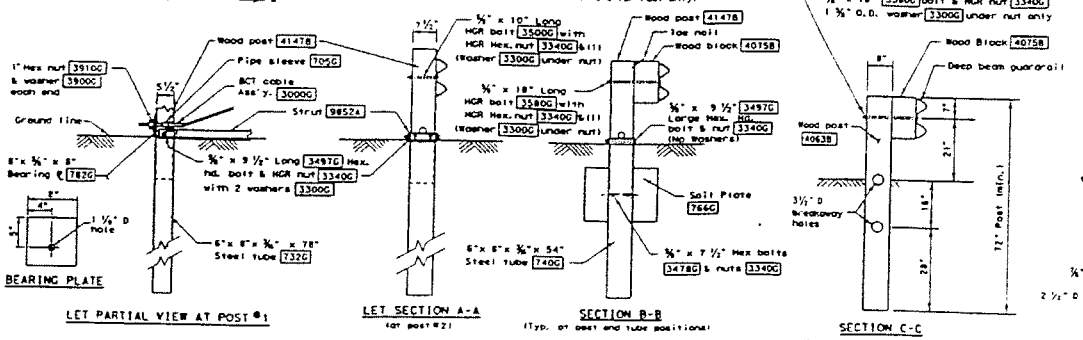
BID SPECIFICATIONS

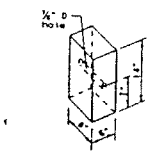


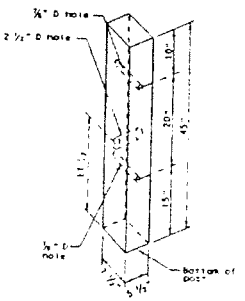
End payment for terminal installation (EA) begin payment for standard metal beam guard fence (MBGF) (LF)

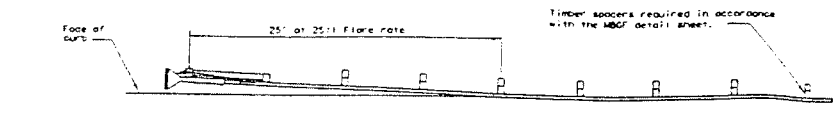


TYPICAL ELEVATION (TYPE I)
(See Section B-B for Post and Tube)
(See Section C-C for Post Only)

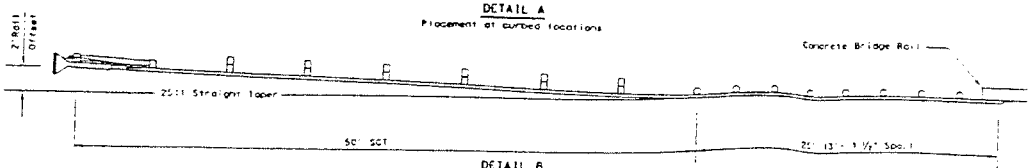








DETAIL A
Placement at curbed locations



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.

℄ = Radius
℄ = Perimeter

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 ⑥ thru ⑧
Type II	Posts ① thru ⑥	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 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 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
62G	1	1	1	1	1	#1 Deep Beam Guardrail (12 Ga) at 25°
60G	1	1	1	1	1	#2 Deep Beam Guardrail (12 Ga) at 25°
732G	2	2	2	-	-	Steel Tube - 6"x 6"x 78"x 3/8"
740G	0	2	6	4	8	Steel Tube - 6"x 6"x 54"x 3/8"
766G	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 - 6"x 8"x 72"
4075B	6	6	6	7	7	Wood Block - 6"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 5/8"
704A	1	1	1	1	1	Cable Anchor
3000C	1	1	1	1	1	Cable Assembly (3/4" x 78")
9852A	1	1	1	-	-	Inline Strut
9918A	1	-	-	1	1	Offset Strut
985A	1	1	1	1	1	ET-2000 Guardrail Terminal
HARDWARE						
3497G	2	4	8	4	8	3/4" x 9 1/2" Hex Hd. Bolt (Top of tubes)
3300C	11	11	11	11	11	3/4" Washers
3478G	2	4	8	8	16	3/4" x 7 1/2" Hex Bolt
3500G	1	1	1	-	-	3/4" x 10" Post Bolt (Post 2 of LET)
3580G	6	6	6	7	7	3/4" x 18" HGR Post Bolt (posts (3) thru (8).)
3340G	16	16	16	16	16	3/4" x 1 1/4" HGR Splice Bolt
3340G	27	31	39	35	47	3/4" HGR Nuts (16-spl, 7-posts, 2-strut, 2 each at tube (2) thru (8).)
4278G	2	2	2	2	2	3/8" x 4" Lag Screw
3910G	2	2	2	2	2	1" Hex Nut (anchor Cable)
3900G	2	2	2	2	2	1" Washer (anchor Cable)
3177B	1	1	1	1	1	Object Marker (18" x 18")

Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL
(LET-2000 & ET-2000)

SGT(6)-97 Pg 6

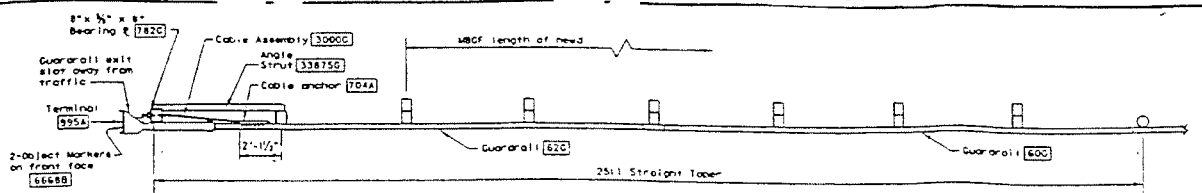
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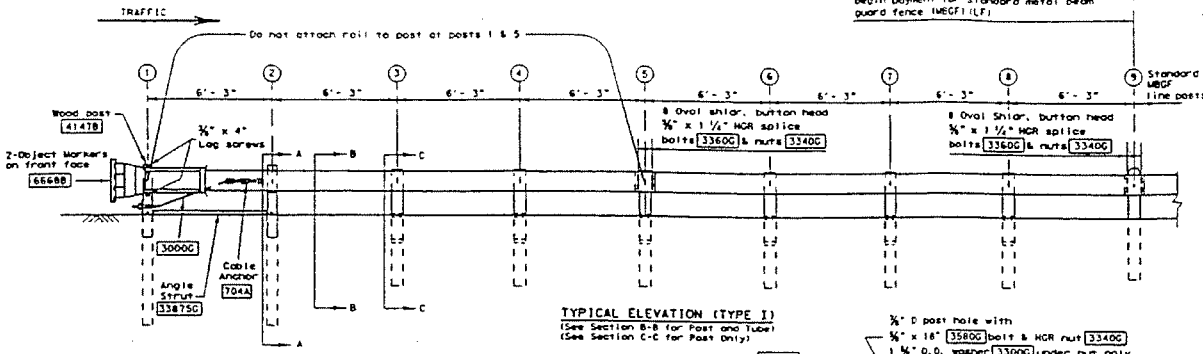
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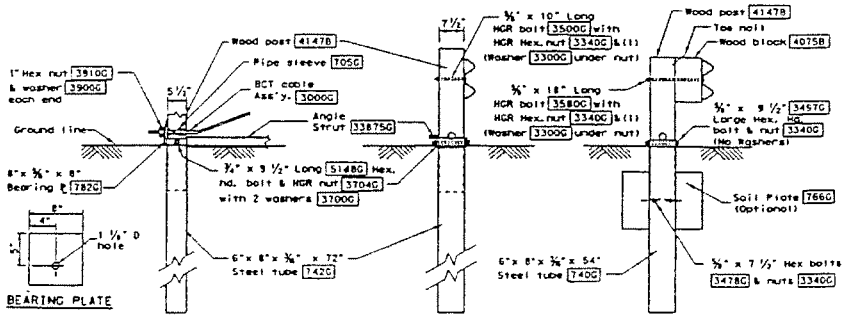


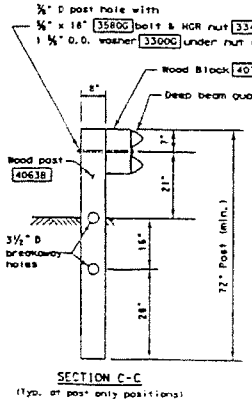
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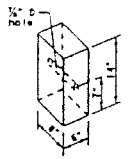
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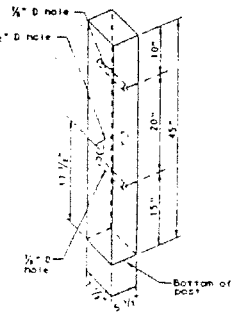


TYPICAL ELEVATION (TYPE I)
(See Section B-B for Post and Tube)
(See Section C-C for Post Only)



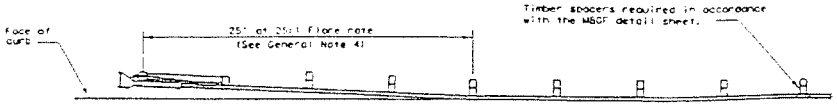




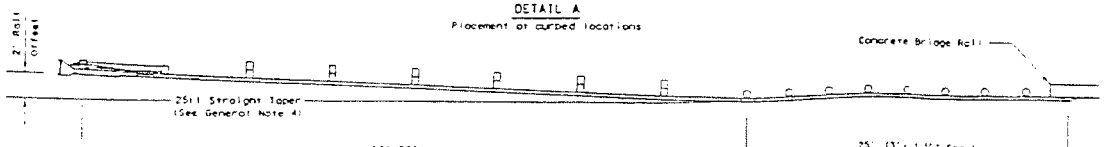


All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS		
Type I	Posts	(1) thru (3) (5) (7) (9)
Type II	Posts	(4) thru (6) (8)
Type III	Posts	(1) thru (3) (5) (7) (9)



DETAIL A
Placement at curbed locations



DETAIL B
Usual minimum placement to protect concrete bridge ends

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 (3) (5) (7) (9)	Posts (2) thru (8)	
Type II	Posts (4) thru (6) (8)	Posts (5) thru (9)	
Type III	Posts (1) thru (3) (5) (7) (9)	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 D6AM(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 II Qty.	Type III Qty.	DESCRIPTION
62G	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	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 (½" 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	⅜" Washers
3478G	2	14	14	⅜" x 7 ½" Hex Bolt
3500G	1	1	1	⅜" x 10" Post Bolt (Post 2 of ET)
3580G	6	6	6	⅜" 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))
42280	2	2	2	⅜" x 4" Lag Screw
3810G	2	2	2	1" Hex Nut (Anchor Cable)
3900G	2	2	2	1" Washer (Anchor Cable)
66688	2	2	2	Object Marker (12" x 12")
3730G	4	4	4	¾" Washer
3704G	2	2	2	¾" Heavy Hex Nut
3497C	0	6	6	⅜" x 9 ½" Hex Hd (Top of Tubes 3-8) A307

Texas Department of Transportation
Design Division (Roadway)

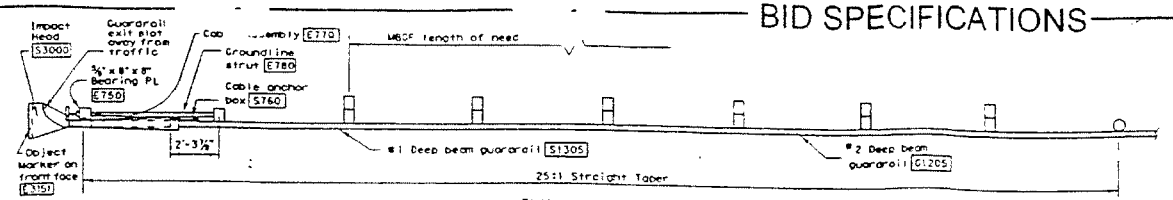
SINGLE GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT(7)-01

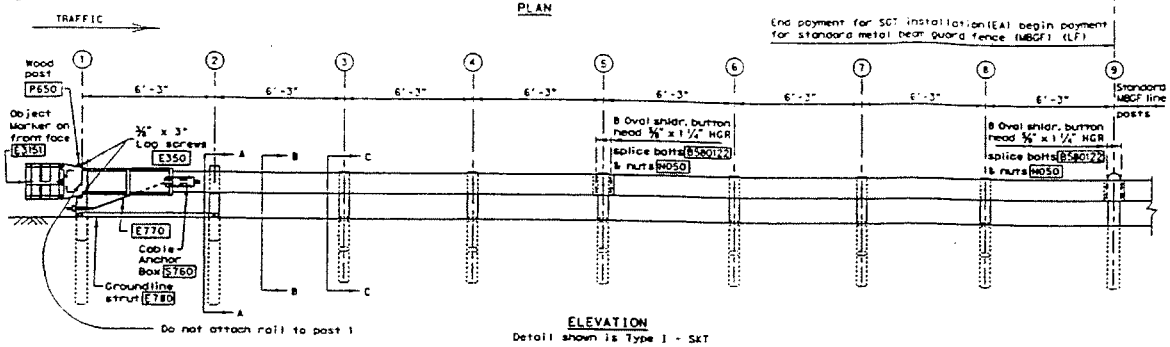
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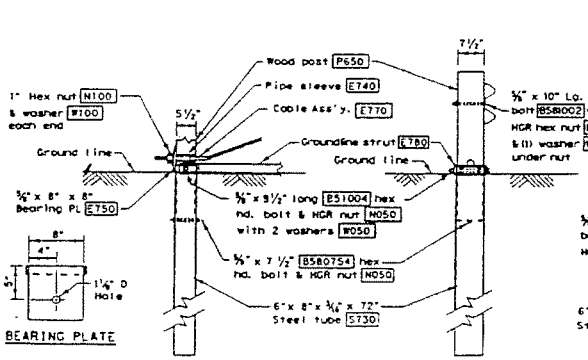
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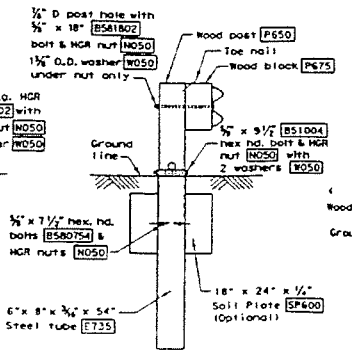
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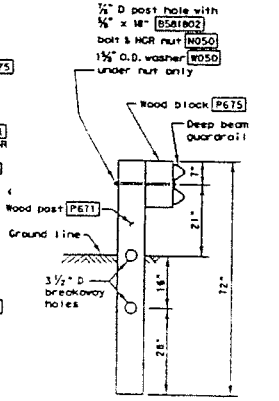
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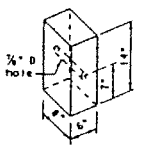


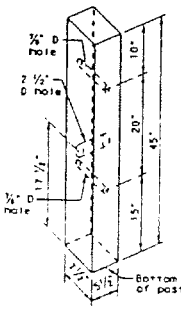












All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS
Type I - post ① thru ②
Type II - post ① thru ④
Type III - post ① thru ⑧

GENERAL NOTES

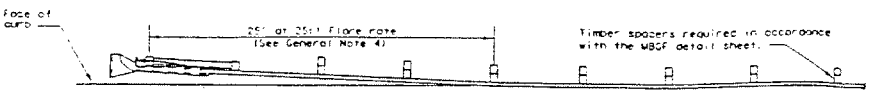
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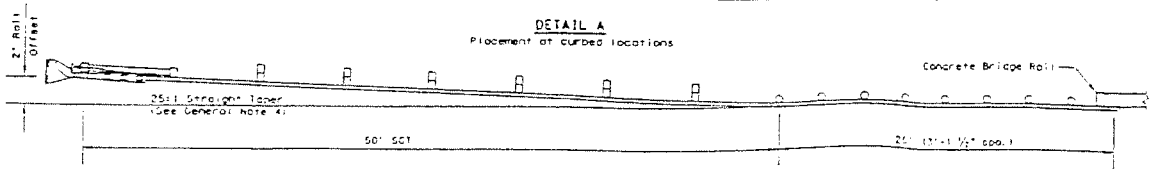
Post & Tube Options	Post Only
Type I Posts ① thru ②	Posts ③ thru ⑧
Type II Posts ① thru ④	Posts ⑤ thru ⑧
Type III Posts ① thru ⑧	None

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&OM(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.

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 1/2" - 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	5/8" Washers
B581802	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 ③ thru ⑧)
N050	27	33	45	5/8" HGR Nut (16-Spl, 7-Posts, 2-Strut, 2 ea. at Tube ③ 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")





P = Radius
T = Tangent

Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL (SKT 350)

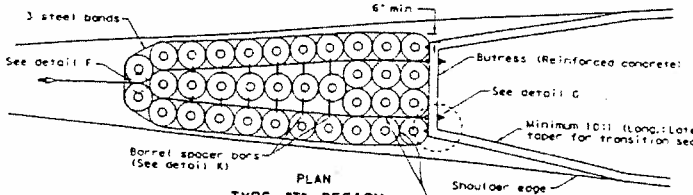
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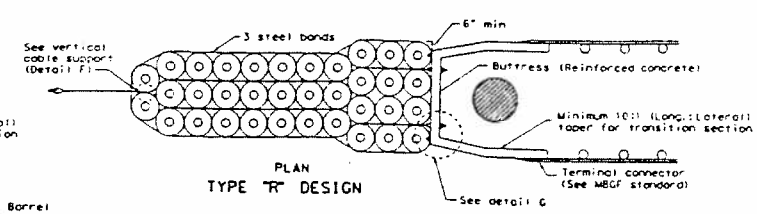
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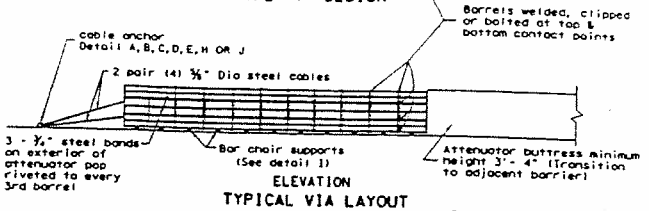
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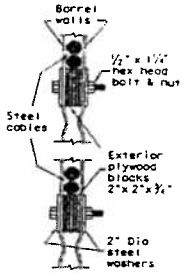
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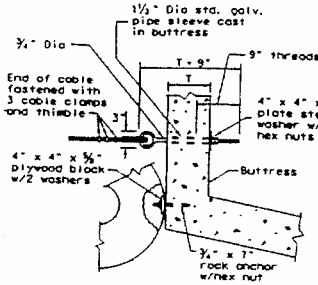
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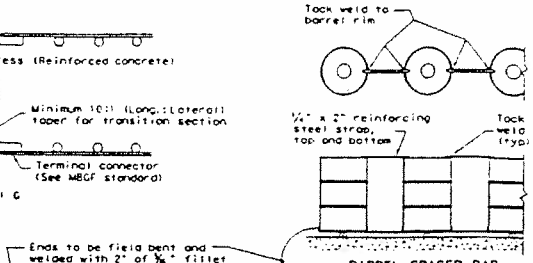
ELEVATION
TYPICAL VIA LAYOUT



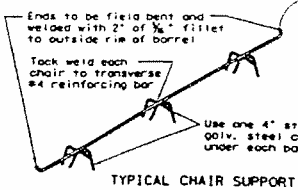
VERTICAL CABLE SUPPORT
DETAIL F



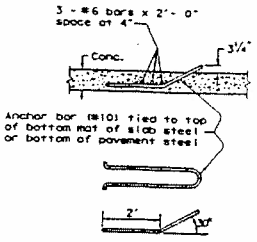
EYE BOLT DETAIL
DETAIL G



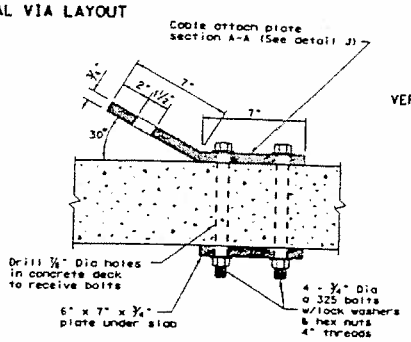
BARREL SPACER BAR
DETAIL K



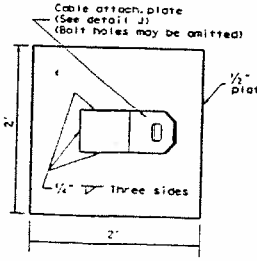
TYPICAL CHAIR SUPPORT
DETAIL I

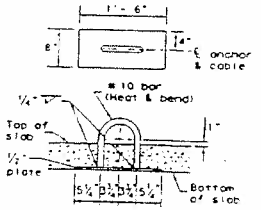


(BRIDGE SLABS OR CONCRETE SHOULDERS)
DETAIL A

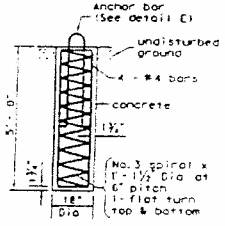


(FOR EXISTING BRIDGE SLABS)
DETAIL D

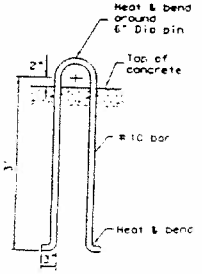




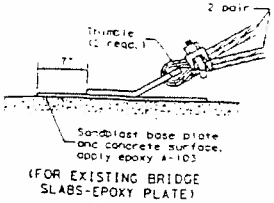
(NEW BRIDGE SLABS)
DETAIL B



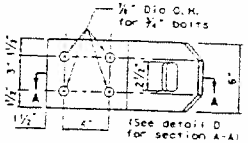
(FOR ROADWAY & ROADSIDE)
DETAIL C



(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 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 lids welded to rims with eight equally spaced one inch beads. Unless otherwise specified, barrels needed 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 bending and bending.

CABLE ANCHORS

Texas Department of Transportation
Design Division (Roadway)

VEHICLE IMPACT ATTENUATOR

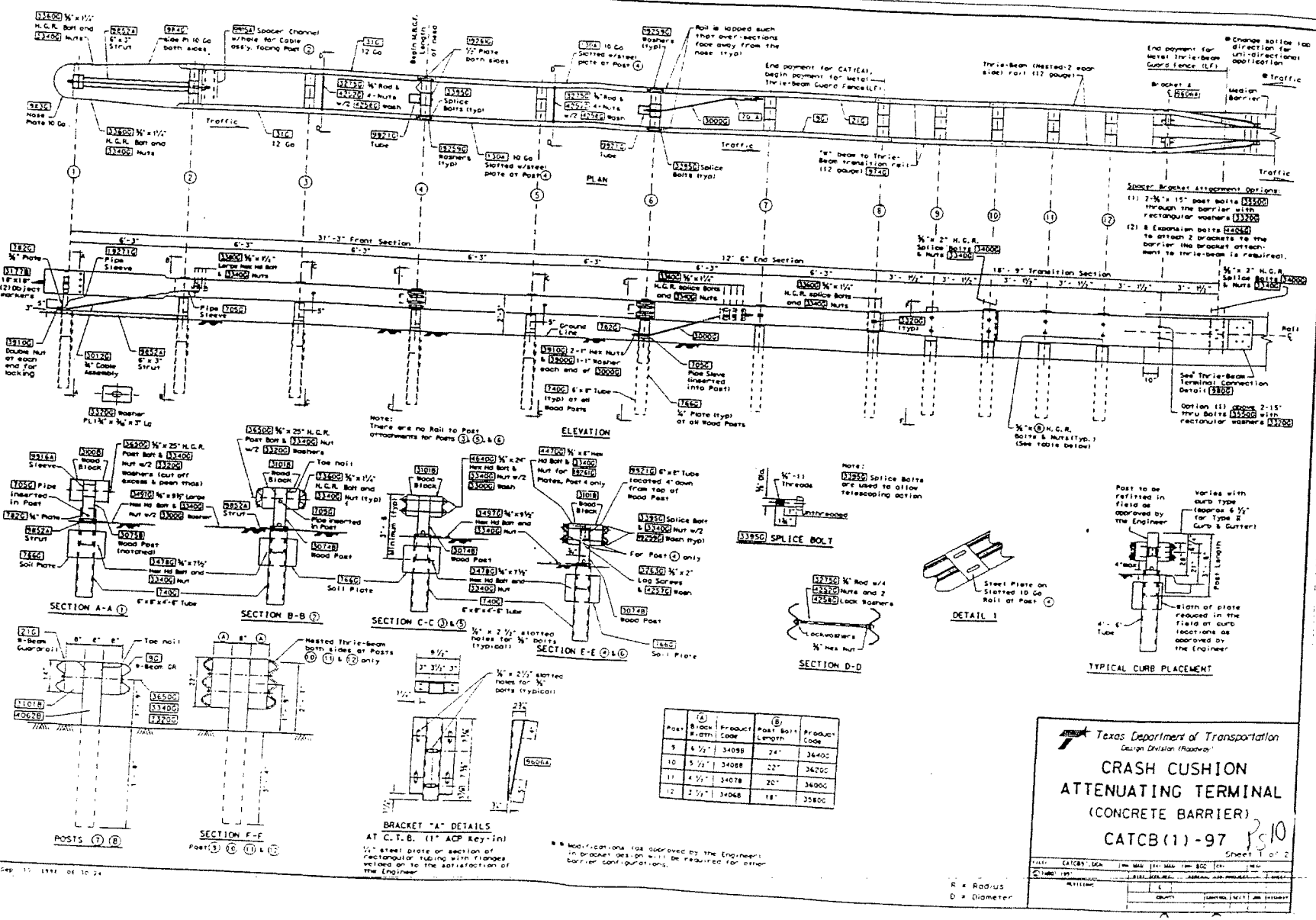
CRASH CUSHION DETAILS

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 Texas Department of Transportation for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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BID SPECIFICATIONS



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)
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)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9821G	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 3/4" H.H. Splice Bolt
3650G	2	5/8" 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
3340G	85	5/8" H.G.R. Nut
3300G	8	5/8" Flat Washer
3497G	6	5/8" 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
3340G	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)

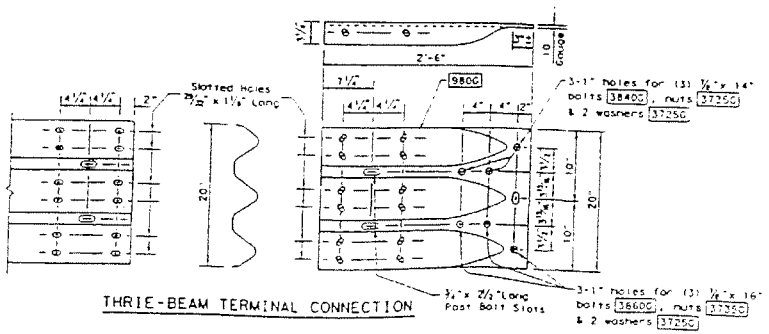
BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
211G	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', (Posts 11&12)
3320G	20	Rectangular Washer
3340G	62	5/8" H.G.R. Nut
3400G	52	5/8" 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	5/8" x 16" Bolt
4406G	8	5/8" x 3 3/4" Expansion Bolts w/Nuts
3580G	2	5/8" x 18" Post Bolt (Post 12)
3600G	2	5/8" x 20" Post Bolt (Post 11)
3620G	2	5/8" x 22" Post Bolt (Post 10)
3640G	2	5/8" x 24" Post Bolt (Post 9)
3725G	12	1/8" Washer (End Shoe Bolts)
3735G	6	1/8" Hex Nuts (End Shoe Bolts)
3840G	3	1/8" x 14" Hex Bolt (End Shoe)
3860G	3	1/8" 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	5/8" x 24" Bolt
4896G	6	1/8" 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 21.
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 DLON(IV)A).



THRIE-BEAM TERMINAL CONNECTION

Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(2)-97

Sheet 2 of 2

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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"
BID PAGE

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: R. R. G.

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 | ADDITIONAL INSURED; INSURER LETTER: ____

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUSINESS 281
EDINBURG TX 78539-

FAX # 318-2577

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

© ACORD CORPORATION 1988

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. _____
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

Parties:

To

Billable Pages: 1

Number of Pages: 2

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

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): 102068556100 **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

---

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:

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
516-79-0656-10

or

Employer identification number
92-0661855-6

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.

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.

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]

9. **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).**

   On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

10. **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".**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase 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,

    NO ACTION taken on this item.

    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,

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

    b) Other combinations/thresholds

    NO ACTION taken on this item.

    C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

    On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

    D. Other items

    NO ACTION taken on item D.

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

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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

AI-17214 **7.F.**

Authority to utilize COOP - Superior Alarms
CC CONSENT

Date:	09/01/2009
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Superior Alarms	Radio Communication Products	285-08

with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

BACKGROUND

Replacement cameras for the Hidalgo County Jail

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-21-280-002-0-664

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

BUDGETARY IMPACT:

Amount available for requisition# 161287 as of 8-28-09 $2,576.86 for Superior Alarms.

Attachments

Link: Superior Alarms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:53 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 03:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 02:46 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Tanya Delira Started On: 08/27/2009 01:54 PM

Final Approval Date: 08/28/2009

C.C. 5/11/09 #17214 consent

Requisition
HIDALGO COUNTY JAIL

Req # 00161287
PO #
Date: 08/26/09

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. DRAWER 3097
MCALLEN TX 78501
FAX (956)971-6395

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: SGT. MONCIVAIS
956-393-6023

Contract No: BUYBOARD 285-08

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPLACEMENT CAMERAS FOR THE JAIL.		
		DO NOT DUPLICATE ORDER		
5.00	EACH	EXTREME CCTV (BOSCH) DOME CAMERA ITEM # WZ45NV312-0-N NIGP # 840-84	430.00	2,150.00
2.00	EACH	FULL BODY CAMERA FOR MOUNTING ENCLOUSE ITEM # TKC920U NIGP # 840-84	187.60	375.20
2.00	EACH	HOUSING WITH HEATER AND BLOWER/XL CCTV ITEM # HO 605 HB NIGP # 840-84	20.93	41.86
2.00	EACH	HOUSING MOUNT/XL CCTV ITEM # HM 205 NIGP # 840-84	4.90	9.80
		Account No	Encumbrance	
		9-1100-423-21-280-002-0-664	2,576.86	
			Freight	.00
			Total	2,576.86
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Leads notifying pre listing

Authorized By: _____

Vendor Contract Information

Proposal Documents

Back

Vendor: Superior Alarms
Address: 600 Ash Avenue
McAllen, TX 78501
Phone: (956) 682-6005
Contact: Colin Ashburn
Email: colin@superioralarms.com
Federal ID: 74-2420252
Accepts RFQs: Yes
Contract: Radio Communication Products #285-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: 1% in 10/Net 30 days
Delivery Days: 10
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
285-08
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Return Policy: New parts accepted for return within 60 days ARO if in manufacturer's sealed box. Credit, exchange or refund depending upon the circumstances.

[Log Out]

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Req #1612287

Superior Alarms

600 Ash Avenue
P.O. Box 3097
McAllen, Texas 78501
McAllen 956-682-6005
Toll Free 800-580-6001
Fax 956-213-1276

QUOTE

Date/Order: August 14, 2009
Date/Req.:

	TYPE OF WORK
	ADD-ON
	UPGRADE
	BILLED CHANGE ORDER
	NO-CHARGE CHANGE ORDER
	WARRANTY SERVICE
	OUT OF WARRANTY SERVICE
x	OTHER:

Name: **Hidalgo County Sheriff's Office**
Contact: **Frank Dehoyos**
Address: **711 El Cibolo Road**
City: **Edinburg** State: **TX** Zip: **78539**
Work: **956-383-8114**
Fax:
Mobile:
Home:
Pager:

SYSTEM:
Type:
Installed by:

BUYBOARD CONTRACT # 285-08
HGAC CONTRACT # SE 05-08

QTY	DESCRIPTION	UNIT COST	TOTAL
5	EXTREME CCTV (BOSCH) WZ45NV312-0-N DOME CAMERA	$ 430.00	$ 2,150.00
2	JVC TKC920U FULL BODY CAMERA FOR MOUNTING IN ENCLOSURE	$ 187.60	$ 375.20
2	XI CCTV HO 605 HB HOUSING WITH HEATER AND BLOWER	$ 20.93	$ 41.86
2	XI CCTV HM 205 HOUSING MOUNT	$ 4.90	$ 9.80
			$ -
	OVER THE COUNTER SALE		$ -
	DELIVERED TO THE JAIL		$ -
	CUSTOMER MUST SIGN AN EQUIPMENT PURCHASE AGREEMENT		$ -
			$ -
			$ -
			$ -
		Sub Total	$ 2,576.86
		(8.25%) Sales Tax	EXEMPT
		Total	$ 2,576.86

SPECIAL INSTRUCTIONS

Please sign and FAX back ASAP to 956-213-1179

DIRECTIONS TO JOB SITE

Colin Ashburn

Superior Alarms, Sales Represenative

Customer Signature *Date*

AI-17190 **7.G.**

Requesting Approval of Invoices for Javier Hinojosa
CC CONSENT

Date: 09/01/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment on the following invoice(s) submitted by Javier Hinojosa Engineering, contracted project engineer:

Inv.	Inv. Date	Contract No.	Project Name	Amount
09092	08/21/09	C-09-176-04-28	Tony Diaz Subd.	6,515.66
09093	08/21/09	C-09-176-04-28	Los Ebanos Rd	12,080.95
09091	08/21/09	C-08-505-01-20	Moorefield Rd. and Mi 5 N. Drainage Improvements	7,100.32
09094	08/21/09	C08-112-03-25	Brushline Rd (Mi 7 to Mi 8)	6,115.92

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:

For Invoice No. 09092: Available funds in P.O. #625955 as of 8/27/09 is $10,024.10.
For Invoice No. 09093: Available funds in P.O. #627569 as of 8/27/09 is $22,161.89.
For Invoice No. 09094: Available funds in P.O. #617406 as of 8/27/09 is $8,154.56.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-069-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 09091: Available funds in P.O. #619299 as of 8/27/09 is $8,467.09.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:30 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:45 PM	APRV
3	Perla Lopez	Perla Lopez	08/28/2009 09:30 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/26/2009 04:45 PM

Final Approval Date: 08/28/2009

Com. m. 3 Rec
15525
625955

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09092

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: August 21, 2009

Project Name: Tony Diaz Subdivision

Description

Engineering services rendered for completion of the Preliminary Phase and towards completion of the Design Phase for the paving improvements for Tony Diaz Subdivision.

P.O.#625955
CONTRACT AMT.: $10,024.10

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$2,506.03	100%	$2,506.03	$0.00	$2,506.03	$0.00
Design						
Phase 50%	$5,012.04	80%	$4,009.63	$0.00	$4,009.63	$1,002.41
Construction						
Phase 25%	$2,506.03	0%	$0.00	$0.00	$0.00	$2,506.03
TOTAL	$10,024.10	65%	$6,515.66	$0.00	$6,515.66	$3,508.44

TOTAL AMOUNT DUE THIS INVOICE: $6,515.66

Submitted By: Javier Hinosa Engineering

Office Use Only

INVOICE RECEIVED BY
_____ ON 5/21/09

We Appreciate Your Business.

GOODS/SERVICES RECEIVED BY
_____ ON 5/21/09

9-1203-431-22-123-003-6.14

Ca. m. Flores
627569

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09093

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 21, 2009 **Project Name: Los Ebanos Road (Military Road north 4900 feet)**

Description

Engineering services rendered for completion of the Preliminary Phase, R.O.W. Surveying and towards completion of the Design Phase for the Paving Improvements of Los Ebanos Road from Military Road north 4900 feet.

P.O.#627569
CONTRACT AMT.: $20,161.89 (Design Plans)
$2,000.00 (R.O.W. Surveying)
$22,161.89 TOTAL

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$5,040.47	100%	$5,040.47	$0.00	$5,040.47	$0.00
Design						
Phase 50%	$10,080.95	50%	$5,040.48	$0.00	$5,040.48	$5,040.47
Construction						
Phase 25%	$5,040.47	0%	$0.00	$0.00	$0.00	$5,040.47
R.O. W. Surveying	$2,000.00	100%	$2,000.00	$0.00	$2,000.00	$0.00
TOTAL	$22,161.89	55%	$12,080.95	$0.00	$12,080.95	$10,080.94

TOTAL AMOUNT DUE THIS INVOICE: **$12,080.95**

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
ON 8/24/09
GOODS/SERVICES RECEIVED BY
ON 8/24/09

9-120-431-00-123-005-131

15031Y
619299

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09091

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: August 21, 2009

Project Name: Moorefield Road and Mile 5 North Drainage Improvements

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase, two right of way parcels and towards completion of construction for the Drainage Improvements at Moorefield Road and Mile 5 North.

P.O.#619299
CONTRACT AMT.: $21,868.35 (Design Plans)
$3,000.00 (R.O.W. Parcels)
$24,868.35 TOTAL

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary Phase 25%	$5,467.09	100%	$5,467.09	$5,467.09	$0.00	$0.00
Design Phase 50%	$10,934.17	100%	$10,934.17	$10,934.17	$0.00	$0.00
Construction Phase 25%	$5,467.09	75%	$4,100.32	$0.00	$4,100.32	$1,366.77
R.O. W. Parcels	$3,000.00	100%	$3,000.00	$0.00	$3,000.00	$0.00
TOTAL	$24,868.35	95%	$23,501.58	$16,401.26	$7,100.32	$1,366.77

TOTAL AMOUNT DUE THIS INVOICE: $7,100.32

Submitted By: Javier Hinosa Engineering

Office Use Only

INVOICE RECEIVED BY _____ ON 8/27/09
GOODS/SERVICES RECEIVED BY _____ ON 8/27/09

We Appreciate Your Business.

9-1339-451-W-123-09.05

Com. Dem
148215
617406

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09094

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: August 21, 2009

Project Name: Brushline Road (Mile 7 to Mile 8)

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase and towards completion of the Construction Phase for the Paving Improvements of Brushline Road from Mile 7 to Mile 8.

P.O.#617406
CONTRACT AMT.: $32,618.25

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$8,154.56	100%	$8,154.56	$8,154.56	$0.00	$0.00
Design						
Phase 50%	$16,309.13	100%	$16,309.13	$16,309.13	$0.00	$0.00
Construction						
Phase 25%	$8,154.56	75%	$6,115.92	$0.00	$6,115.92	$2,038.64
TOTAL	$32,618.25	94%	$30,579.61	$24,463.69	$6,115.92	$2,038.64

TOTAL AMOUNT DUE THIS INVOICE: $6,115.92

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
TC ON 8/24/09
GOODS/SERVICES RECEIVED BY
Com Flores ON 8/21/09
4-1203-431-00-123-005-0-131

AI-17187 **7.H.**

Requesting Approval of Invoices for R.Gutierrez Engineering
CC CONSENT

Date: 09/01/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of requests for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, contracted project engineer:

Inv.	Inv/Date	Contract No.	Project Name	Amount
2728	08/18/09	C-05-229-06-21 WA#2	Tower Rd (Moore Rd-Balli Rd)	$ 4,936.00
2729	08/19/09	C-08-381-09-16 WA#12	Pct. 2 Adm. Offices	$ 12,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 561453 has available balance of $106,075.13 for invoice #2728 R. Gutierrez Engineering.

FISCAL YEAR: 2009 ACCT. #: 9-133X-4XX-XX-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 624632
9-1334-431-00-122-021-0-720 {available balance is $ 4,248.62} {payment is $1,856.52}
9-1334-441-00-122-041-0-720 {available balance is $10,692.41} {payment is $4,697.04}
9-1334-415-15-122-042-0-720 {available balance is $ 5,410.87} {payment is $2,326.92}
9-1336-412-00-122-043-0-720 {available balance is $ 7,148.10} {payment is $3,119.52}

for invoice# 2729

Attachments

Link: Invoice 2728

Link: Invoice 2729

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:27 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:44 PM	APRV
3	Roland Garcia	Rolando Garcia	08/28/2009 11:26 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/26/2009 04:30 PM

Final Approval Date: 08/28/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2728
Tuesday, August 18, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)

Professional Services for the Period: 07/11/2009 to 08/17/2009

Billing Group: 02 *Phased % of Construction*

Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)

Contract #: *C-05-229-06-21 WA#2(PO#561453)*

Billing Fee: $292,650.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	111,825.00	100.00	111,825.00	111,825.00	0.00
Design Phase	67,095.00	40.00	26,838.00	24,322.00	2,516.00
Construction Phase	44,730.00	0.00	0.00	0.00	0.00
Environmental Assessment (Add'l Service)	34,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	24,200.00	25.00	6,050.00	3,630.00	2,420.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00
			Total Phases:		***$4,936.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 8.19.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8.19.09

Phase Billing Totals: ***$4,936.00***

Billing Group Subtotal: 4,936.00

Project Totals:

****** Total Project Invoice Amount:*** ***$4,936.00***

Ramiro Gutierrez
President

561453
9-1202-431-00-122-027-0-731
Req. #082579

FEE ESTIMATE

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK			PART 2 WORK		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
PRELIMINARY PHASE (50% of Fee)							
FIELD & AERIAL SURVEYING	$74,962	$41,415	100%	$41,415	$33,548	100%	$33,548
SCHEMATIC DESIGN	$174,912	$96,634	100%	$96,634	$78,278	100%	$78,278
SUB-TOTAL	**$249,874**	**$138,049**	**100%**	**$138,049**	**$111,825**	**100%**	**$111,825**
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	$37,481	$20,707	100%	$20,707	$16,774	100%	$16,774
ENGINEERING	$112,443	$62,122	90%	$55,910	$50,321	20%	$10,064
SUB-TOTAL	**$149,924**	**$82,829**	**93%**	**$76,617**	**$67,095**	**40%**	**$26,838**
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	$99,950	$55,220	30%	$16,566	$44,730	0%	$0
SUB-TOTAL	**$99,950**	**$55,220**	**30%**	**$16,566**	**$44,730**	**0%**	**$0**
TOTAL BASIC ENGINEERING FEES	**$499,748**	**$276,098**	**84%**	**$231,232**	**$223,650**	**82%**	**$138,663**
ENVIRONMENTAL ASSESSMENT (Add'l Service)							
ENVIRONMENTAL ASSESSMENT	$40,000	$16,000	0%	$0	$24,000	0%	$0
PULIC MEETINGS	$20,000	$10,000	0%	$0	$10,000	0%	$0
SUB-TOTAL	**$60,000**	**$26,000**	**0%**	**$0**	**$34,000**	**0%**	**$0**
RIGHT-OF-WAY ACQUISITION (Add'l Service)							
R.O.W. MAP	$60,200	$36,000	100%	$36,000	$24,200	25%	$6,050
SUB-TOTAL	**$60,200**	**$36,000**	**100%**	**$36,000**	**$24,200**	**25%**	**$6,050**
GEOTECHNICAL INVESTIGATION (Add'l Service)							
GEOTECHNICAL INVESTIGATION	$18,000	$7,200	0%	$2,186	$10,800	0%	$0
SUB-TOTAL	**$18,000**	**$7,200**	**30%**	**$2,186**	**$10,800**	**0%**	**$0**
TOTAL ADDITIONAL SERVICES	**$138,200**	**$69,200**	**55%**	**$38,186**	**$69,000**	**9%**	**$6,050**
TOTAL ESTIMATED FEE	**$637,948**	**$345,298**	**78%**	**$269,418**	**$292,650**	**49%**	**$144,713**
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					$2,629,504		
For a Base Engineering Fee of :	$276,098						
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :					$2,130,000		
For a Base Engineering Fee of :	$223,650						

R. Gutierrez Engineering Corporation

August 18, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Tower Road – Invoice
ENG05.015b

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed about 40% of the Design Phase and about 25% of the Right-of-Way Acquisition Phase for Part 2 (Rancho Blanco Road to Balli Road). I have attached the engineer's fee estimate worksheet for your review.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Tower Road
PROJECT NO.: ENG05.015b
DATE: August 19, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	08/18/2009	Invoice No. 2728 - Part 2
1	08/18/2009	Cover Letter
1	-	engineer's fee worksheet

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:

RECEIVED
AUG 19 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2729
Wednesday, August 19, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024L Pct. 2 Administrative Offices
Civil Site Plan & Subdivision Plat

Project Manager: Luis Nava
Professional Services for the Period: 06/27/2009 to 08/19/2009

Billing Group: 01 *Phased Fixed Fee*

Civil Site Plan & Subdivision Plat

Contract #: *C-08-381-09-16(WA#12)(PO#624632)*

Billing Fee: $47,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Engineering	20,000.00	100.00	20,000.00	20,000.00	0.00
Design Phase	12,000.00	100.00	12,000.00	0.00	12,000.00
Construction Phase	8,000.00	0.00	0.00	0.00	0.00
Subdivision Plat	7,500.00	0.00	0.00	0.00	0.00
			Total Phases:		***$12,000.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 8.19.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8.19.09

Phase Billing Totals: ***$12,000.00***

Billing Group Subtotal: 12,000.00

Project Totals:

****** Total Project Invoice Amount:*** ***$12,000.00***

Ramiro Gutierrez
President

624632
9-1334-431-00-122-021-0-720 $1,856.52
9-1334-441-00-122-041-0-720 $4,697.04
9-1334-415-15-122-042-0-720 $2,326.92
9-1336-412-00-122-043-0-720 $3,119.52
Req. #157431

R. Gutierrez Engineering Corporation

August 19, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Precinct 2 Administrative Offices Civil Site Plan & Subdivision Plat – Invoice
Project No: ENG08.024L

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We are 100% complete with the preliminary engineering phase and the design phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Pct. 2 Administrative Offices
PROJECT NO.: ENG07.032L
DATE: August 19, 2009

WE ARE SENDING YOU X ATTACHED __ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

__ BLUEPRINTS
__ CHANGE ORDER
__ BID TABULATION
X PLANS
__ SAMPLES
__ CONTRACT DOCUMENTS
__ SHOP DRAWINGS
__ PAYMENT REQUEST
__ RECORD DRAWINGS
__ CD
X OTHER: INVOICE
__ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	08/19/2009	Invoice No. 2729
1	08/19/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

__ FOR BIDS DUE
__ FOR APPROVAL
__ FOR YOUR USE
__ AS REQUESTED
__ FOR REVIEW AND COMMENT
__ APPROVED AS NOTED
__ APPROVED AS SUBMITTED
__ RETURN FOR CORRECTIONS
X FOR FURTHER PROCESSING
__ FOR SIGNATURE
__ FOR YOUR RECORDS
__ FOR YOUR ACKNOWLEDGEMENT
__ RESUBMIT FOR APPORVAL
__ ON LOAN
__ OTHER

COMMENTS:

RECEIVED
AUG 19 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-17181 **7.I.**

Renewal/Extension-C-07-348-10-30-Website Development Designer Services-Hidalgo County

CC CONSENT

Date:	09/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval exercise the County's option to renew/extend for one (1) year (as provided in the current contract #C-07-348-10-30) for: Website Designer Services-Hidalgo County with "Icon Enterprises dba CivicPlus Inc., pursuant to the same rates, terms and conditions with effective date: 10-31-09 through 10-30-10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8/28/09 $74,419.97.

Attachments

Link: Contract Documentation

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:13 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:43 PM	APRV
3	Erika Zamora	Erika Zamora	08/28/2009 04:10 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Vangie Garcia — Started On: 08/26/2009 04:12 PM

Final Approval Date: 08/28/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-348-10-30

THIS CONTRACT is made and entered into this 30th day of **October, 2007** by and between the **County of Hidalgo, Texas** ("County"), and **Icon Enterprises, d/b/a CivicPlus** a Kansas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Website Development Designer Services"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications, a copy of such requirements is being attached hereto as Exhibit "A" and respectively, and incorporated herein for all purposes (the "Requirements"); 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 propoal 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 **Hidalgo County**

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **two (2) years,** commencing **October 30, 2007** and expiring on **October 30, 2009,** with County's option to renew for one (1) year term, under the same rates, terms, and conditions. 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" ("Fee Schedule"), 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	**Icon Enterprises, d/b/a CivicPlus** **Attn: Ashley Fruechting, Regional Director of Sales** **317 Houston Suite E** **Manhattan, Kansas 66502**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this _____ day of_____, **2007.**

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT
ON: OCTOBER 30, 2007

COUNTY OF HIDALGO, TEXAS

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Icon Enterprises, d/b/a CivicPlus

By: _____

Printed Name: Ashley Fryer Hitting

Title: Regional Director of Sales



EXHIBIT "A"
SCOPE OF SERVICES/REQUIREMENTS

EXHIBIT A

SCOPE OF SERVICES/REQUIREMENTS
RFP NO: 2007-348-09-05
"WEBSITE DEVELOPMENT DESIGNER SERVICES"

Overview:

Hidalgo County is soliciting proposals for the design and development of a new Website. Hidalgo County desires to have a Website that will more effectively provide the citizens of Hidalgo County a robust website that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their website via user friendly administration consoles. The site should be creative and innovative, while at the same time providing a look and Web environment that is appropriate for Hidalgo County.

1. Must be qualified in Website Development Design.
2. Must have experience relevant to Website Development Design.
3. Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for Website Development Design.
4. Overall understanding of the "Project" as detailed in scope of work/services.
5. Primary Website content will be available in both English (default) and Spanish (user option).
6. Must describe, detail the steps they intend to follow in site development, including evaluation, design, approvals, testing and implementation.
7. Specify amount of time for completion of the requested "Redesign Website".
8. Brief test overview and easy and clean navigation layout.
9. Upcoming Events Calendar-content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
10. News and Announcements-Contents must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate postings of populated items on homepage or Department sub-pages.
11. Media Gallery-Content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
12. ***Departments***
13. City Maps
14. The County's Past (History)
15. Heritage/Culture
16. Activities-Shopping-Birding/Nature
17. Travel & Transportation About Hidalgo County
18. Weather, Climate, Population and other facts (important hone numbers, etc.)
19. Linked to related sites

20. Search site

21. *Departments*

Style sheet should allow consistent design elements throughout the website with the ability to modify header and primary elements of each department page to create a unique department identity that still compliments and flows with the primary website theme. Department Page elements frequently updated content must be database driven with ability for authorized user to post items for approval. Hidalgo County Website Administrator must have ability to authenticate posting of the populated items to the Department sub-page, and/or the Hidalgo County homepage. Possible components that Departments may require include but are not limited to:

- News and Announcements
- Calendar of Events
- Bids
- Photo Gallery
- Directory
- Document Upload and Posting
- Employment Postings

Cost:

Proponents must provide line item pricing for all functionalities requested in the scope of work/requirements including design, migration of existing components, additional components, and software acquisitions required to complete the website redesign and implementation of the design of the new website. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work. Proponents should specify each hardware component with the recommended configurations if additional hardware is needed beyond what is currently available. Any additional hardware, software component must be reviewed and approved by Hidalgo County IT Department.

Technical Requirements:

Website Content Management System must be SSL protected with 2-tier population and authentication ability. Tier 2 may post items to the pre-defined components for their department. Tier 1 is the site administrator and must be automatically notified via email when a department submission for publishing to the website. Tier 1 must also have ability to maintain Tier 2 users and passwords as well as authority to determine where authenticated content will ultimately publish within the website.

Please provide Vendor responses to the following technical of concern:

1) In what language will vendor program the website code and what is your rationale?

_____

_____

2) How will the Administration Console function for the frequently updated portions of the website? Please provide screenshots of the CMS System that will be utilized.

3) What other projects have you completed that utilize Content Management Systems of multiple tiers?

4) How will additional services be provided by vendor, including feature requests, updates and maintenance that are not possible via CMS?

5) What type of training, support and documentation will be provided by vendor for the authorized CMS users?

6) Is your Data center staffed 24/7 and do they provide proactive monitoring?

7) What connections and redundancy are in place for your outbound links? Who provided them and what speed?

8) What is your router hardware and maker?

9) What security practices have been implemented for your servers and at your facility? Do you use third party security auditors?

10) Is the server and facility equipped with redundant network equipments, power grid

and storage devices?

11) Will we be hosted on a shared or dedicated server? Do we have separate servers for web, email, dns, and databases?

EXHIBIT "B"
FEE SCHEDULE

Project Estimate

Provided below is a project estimate based upon your RFP. Others options might also be advisable for consideration. As you review your needs, you may decide some services will be phased in at a later time or you may decide to add more services earlier. A final project estimate is negotiable to best design a site that meets your communication goals and objectives.

Consulting, Design, Setup, Programming and Training Options	
One-time Cost (See Project Details)	**$29,800**

Included Modules

	Monthly Fee	One-time Fee		Monthly Fee	One-time Fee
☒ Archive Center	$ Included	$ Included	☒ Opinion Poll	$ Included	$ Included
☐ Banner Development - Add'l	$	$	☐ Photo Gallery	$	$
☒ Bid Posting	$	$	☒ Quicklinks	$ Included	$ Included
☐ Blog	$	$	☐ RequestTracker for ____ users	$	$
☒ Business Directory	$ Included	$ Included	☒ RSS	$ Included	$ Included
☒ Document Center	$ Included	$ Included	☐ Slideshow	$	$
☒ Dynamic Breadcrumbs	$ Included	$ Included	☒ Staff Directory	$ Included	$ Included
☒ Dynamic Sitemap	$	$	☐ Other:	$	$
☐ E-Commerce	$	$	**Admin. Modules & Services**		
☒ Events Calendar	$ Included	$ Included	☐ Additional Domains	$	$
☒ FAQ	$ Included	$ Included	☐ Automated pdf converter	$	$
☐ Forms Development Tool	$	$	☒ Links Redirect	$ Included	$ Included
☒ Intranet	$	$	☒ Online Web Statistics	$ Included	$ Included
☒ Job Posting	$ Included	$ Included	☒ Printer Friendly	$ Included	$ Included
☒ News Flash	$ Included	$ Included	☒ Rotating Content	$ Included	$ Included
☒ Notify Me Email Subscription	$ Included	$ Included	☒ Search Engine Registration	$ Included	$ Included
☐ Online Job Application	$	$	☒ Site Search & Entry Log	$ Included	$ Included
			☒ Website Administrative Log	$ Included	$ Included

Content Management System and Website Management Include:

- Mouse-over menu structure, author and publisher rights, options for site layout, rotating content, dynamic page components.
- Online Editor – allows for online editing and page creation
- Web Page Wizard – create web pages easily with preformatted options
- Web Page Upload Utility – allows for the upload of web pages
- Site Search log – allows you to research site search entries on your site
- Action Items – items that need attention are automatically in a queue
- Menu Management – add new menu items easily.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ashley Fruechting, Regional Director Of Sales
CivicPlus

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 24, 2007

Re: Best and Final Offer -"Hidalgo County-Website Development Designer Services"
RFP NO: 2007-348-09-05-VYG

Pursuant to today's conference call meeting, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. IT Department Director, Renan Ramirez went over what the project entailed. Another point that was expressed was regarding the insurance requirements that CivicPlus must comply to in order to be in compliance (Please refer to the packet-Exhibit C-Insurance Requirements). Also, the CIQ Form, form must be recorded at Hidalgo County Clerk's Office (Please refer to the packet-Exhibit D) and in the Legal Terms-Line Item Number 20, it discloses more detailed information regarding the CIQ Form.

And finally, the request for CivicPlus "Best and Final Offer" was discussed. Your original proposal is at $29,800 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by today, Wednesday, October 24, 2007, by 2:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, October 30, 2007, for approval of the "Best And Final Offer" and approval of the "Contract".

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer: $ 29,600

Signed: _____ **Title:** _____

Printed Name: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOV. 13. 2007 3:16PM CHARLSON&WILSON INS NO. 3476 P. 2/7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2007

PRODUCER (785)537-1600 FAX (785)537-1657 Charlson Wilson Ins Agency 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan, KS 66505-1989	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 Icon Enterprises, Inc. DBA Civic Plus and DBA Networks Plus 317 Houston Street Manhattan, KS 66502	INSURERS AFFORDING COVERAGE / NAIC # INSURER A: Hartford Insurance Group 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	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Blnkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	37SBAAM8566	05/17/2007	05/17/2008	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	37UECTZ7974	05/17/2007	05/17/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		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	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	37WECPA9652 KANSAS	05/17/2007	05/17/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A		OTHER Errors & Omissions Liability	37SBAAM8566	05/17/2007	05/17/2008	$2,000,000 per claim $2,000,000 aggregate $25,000 retention	

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

Hidalgo County is hereby named as an additional insured on a primary and non-contributory basis as it pertains to the Insured's work and operations as its interest may appear herein.

CERTIFICATE HOLDER

Hidalgo County
100 E. 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Elizabeth Smoller Elizabeth Smoller

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

587-8951

F. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of Raba Kisner for the provision of Engineer Services for Hidalgo County New Government Facility.

On motion of Commissioner Palacios, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval for Raba Kisner.

9. **Presentation for discussion, acceptance, and approval of the final negotiated contract (including best and final offer" (subject to legal review) with CivicPlus, Inc. for RFP NO: 2007-348-09-05-VYG-Hidalgo County-Website Development Designer Services" Project.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval subject to legal review.

At this time Commissioner Handy returns to the Court.

At this time the Court discussed item #16-A4.

At this time Commissioner Palacios steps out of the Court.

10. **A. Requesting approval to replace cell phones for the following Elected Officials, Departments and/or Programs under the Texas Facilities Commissions' awarded vendors through - DIR TELEO6-27-03/ TEXAN 2000 SPR-W contract.**
1. Tax Office for Armando Barrera in the amount of $149.99 for one Man-20 cell phone under requisition #120025 to replace phone that is not working properly.
2. Pct. #3 for Sabas Sandoval and Marcello Garza in the amount of $169.99 per phone under requisition #120421 to replace damaged phones.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2 for Sabas Sandoval only.

B. Requesting approval for the purchase of cell phones through forfeiture funds for the Sheriffs office through P.O. # 593692 due to urgency to replace non-functioning phones needed for work purposes. Replacement of one phones is for:
1. Sanyo 2400 in the amount of $169.99 one (1) unit.
2. TREO 700 in the amount of $649.99 one (1) phone.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2.

11. **389th District Court:**
Request approval to remove the following fixed asset from inventory:
CPU Intel P-4 2 GHZ Mini-tower (Asset #39684)

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

ORIGINAL

PURCHASING DEPARTMENT
County Of Hidalgo

August 26, 2009

Ms. Martha Kuhlman
Icon Enterprises dba CivicPlus
317 Houston Suite E
Manhattan, Kansas 66502

Via Email: kuhlman@civicplus.com

Re: Extension of Contract No. C-07-348-10-30
"Website Development Designer Services-Hidalgo County"

Dear Ms. Kuhlman:

Commissioners' Court will take applicable action (Tuesday, September 1, 2009) in connection with the option to renew/extend the one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is October 31, 2009 with termination date of October 30, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 28 2009, 10:00 a.m., or sooner, via *facsimile to (956) 956-318-2629* or *email to: evangelina.garcia@co.hidalgo.tx.us*

By: Cynthia L Peters Date: 27 Aug 2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie V. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

AI-17174 **7.J.**

Requesting approval of 1 Yr Extension with Dr. Ivan Melendez, M.D. for the Health and Human Services Dept.

CC CONSENT

Date:	09/01/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Chief Physician" for Hidalgo County Health and Human Services, under the same rates, terms, and conditions with Dr. Ivan G. Melendez, M.D effective-09/02/09-09/01/10

BACKGROUND

C-07-109-10-23

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-001-0-331

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 8-28-09 $23,650.00

Attachments

Link: 1 Yr Extension Letter

Link: Scanned Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:04 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:41 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 02:11 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/26/2009 03:46 PM

Final Approval Date: 08/28/2009

PURCHASING DEPARTMENT
County Of Hidalgo

August 26, 2009

Ivan G. Melendez, M.D.
1216 North 5th St.
McAllen, Texas 78501

Via Fax (956) 926-7093

Re: C-07-109-10-23 Chief Physician for Hidalgo County Health and Human Services

Dear Dr. Melendez:

Commissioners' Court will take applicable action (Tuesday, September 1, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 2, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 28, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-07-109-10-23

THIS AGREEMENT is made as of the 2nd day of, September, 2007 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Ivan G. Melendez, M.D.** (hereinafter "Health Authority/Chief Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Health Authority/Chief Physician of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter; and

WHEREAS, Health Authority/Chief Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Health Authority/Chief Physician agree as follows:

1. Health Authority/Chief Physician agrees to provide to County and its Health & Human Services Department the services required of a Health Authority/Chief Physician for the County's Health & Human Services Department. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Health & Human Services Department employees will take place;

   (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public

health nursing staff;

(c) Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases) control, and immunization programs, Epi.

(d) Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

(e) Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health & Human Services Department;

(f) Assisting with the diagnosis and treatment (if needed) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.

(g) Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics;

(h) The number of hours per week stated in subparagraphs f. and g. includes record reviews and Nurse Practioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 16 hours per week.

(i) Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed,

in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

(j.) The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of Health & Human Services Department Clinic Facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgement in matters relating to medical practices or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgement in all other matters not relating to clinical medicine;

(k.) The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;

(l.) The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Services Department when requested by the CAO;

(m.) In the event County exercises it's option to terminate this contract as further described herein the Health Authority/Chief Physician agrees to

continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.

(n.) The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel withing the four-county (Hidalgo, Willacy, Cameron, and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Ro Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

(o.) Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

2. Health Authority/Chief Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Health Authority/Chief Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Health Authority/Chief Physician the **sum of $6,150.00** per month commencing **January of 2008** (see "Best And Final Offer" acknowledgment). The Health Authority/Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Health Authority/Chief Physician must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Health Authority/Chief Physician represents

and maintains that he is an independent Health Authority/Chief Physician and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County. Health Authority/Chief Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Health Authority/Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Health Authority/Chief Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Health Authority/Chief Physician agrees to continue as Medical Director for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract without cause on ten (10) days advance written notice to Health Authority/Chief Physician.

6. Health Authority/Chief Physician agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Health Authority/Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Indemnification: Health Authority/Chief Physician 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 convenant in this Contract, whether such act, omission, or failure was the Health Authority/Chief Physician's or that of any person providing services hereunder through or for the Health Authority/Chief Physician. Upon written notice from the County, the Health Authority/Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Health Authority/Chief Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold the Health Authority/Chief Physician harmless from any claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Contract.

9. Health Authority/Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

10. The term of this Contract shall be for a period of two (2) years and shall commence on **September 2, 2007** and end on **September 1, 2009** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions.

11. Texas Law to Apply. 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. The parties hereby consent to personal

jurisdiction in Hidalgo County, Texas.

12. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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:

County of Hidalgo, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Health Authority/Chief Physician:

Ivan G. Melendez, M.D.
1216 North 5th St.
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

Approved by Commissioners' Court of Hidalgo County on this the **23rd** day of October, **2007.**

Approved as to form:
Atlas & Hall, LLP

By _____
Steven L. Crain

Date: _____

APPROVED BY COMMISSIONER'S COURT
ON OCTOBER 23 2007

COUNTY OF HIDALGO, TEXAS

_____
Juan D. Salinas, III, County Judge

Date: 10/29/07

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: 10/29/07

HEALTH AUTHORITY/CHIEF
PHYSICIAN:

By _____
Ivan G. Melendez, M.D.

Date: 11-20-07

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

County Health Authority/Chief Physician Services for Hidalgo County Health & Human Services Department
RFQ NO: 2007-109-07-18-VYG

Hidalgo County is inviting statements of qualifications from qualified Physicians to serve as the County Medical Authority/Chief Physician for the County Health & Human Services Department . The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"County Health Authority/Chief Physician Services for the County Health & Human Services Department-Hidalgo County"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, July 18, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFQ No:2007-109-07-18-VYG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

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

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, July 11, 2007 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 13, 2007 at 5:00 P.M.. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

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

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

PHYSICIAN QUALIFICATIONS-REQUIREMENTS:
The County of Hidalgo is seeking to contract with a competent qualified physician, to serve as the Health Authority/Chief Physician for the County Health & Human Services Department. This section will contain the minimum requirements to qualify a competent physician to serve as the Health Authority/Chief Physician for the County Health & Human Services Department, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice in the State of Texas. Copy of current/valid license must be included in this response;
- Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine.
- Revocation or suspension of the Health Authority/Chief Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician should provide a copy of their Professional Liability Insurance(malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain copies of any licenses, registrations, certifications, as required by Hidalgo County, the State Of Texas, etc. The qualified physician should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained

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 PROPOSPECTIVE BIDDER.**

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

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

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

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

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

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

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

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

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

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

TERM OF CONTRACT:
The term of the agreement will be for an initial period of two (2) years with County's option to renew for two(2) additional one(1) year terms.

herein.

SCOPE OF SERVICES.
The Health Authority/Chief Physician Services contract will encompass all project-related Health & Human Services Department services to the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Health Department employees will take place;

b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public health nursing staff;

c. Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases)control, and immunization programs, Epi.

d. Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

e. Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health Department;

f. Assisting with the diagnosis and treatment (if needed,) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.

g. Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics;

h. The number of hours per week stated in subparagraphs f. and g. includes record reviews and Nurse Practitioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 16 hours per week.

i. Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

j. The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of health & human services department clinic facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgement in matters relating to medical practice or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgment in all other matters not relating to clinical medicine;

k. The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;

l. The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training

sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Department when requested by the CAO;

m. In the event County exercises it's option to terminate as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.

n. The Health Authority/Chief Physician may occasionally will be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron, and Starr)- Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

o. Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

PHYSICIAN(S) ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and ten (10) copies**.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES:
Proposal Ranking:
A Departmental Committee will evaluate and rank the written RFQ's. After the RFQ's have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

Negotiation Process:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ's.

Termination of Services:
Any contract awarded to a qualified physician will be in effect until **(a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety(90) day's written notice prior to cancellation, (d) or until County has engaged the services of a new Health Authority/Chief Physician.**

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQ's should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQ's must be submitted by **no later than 9:30 a.m. on Wednesday, July 18, 2007.**

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after

EXHIBIT "B"

PAYMENT SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Ivan G. Melendez, MC. **Via Fax: (956) 926-7093**

From: Vangie Y. Garcia, Buyer II
For Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: October 4, 2007

Re: "Best and Final Offer" Notice for -"Hidalgo County-Health Authority/Chief Physician Services" (RFP NO: 2007-109-07-18-VYG)

Cc: Eddie Olivarez, CEO
Hidalgo County Health & Humane Services Department

On Tuesday, August 14, 2007, a "negotiation meeting" was held regarding "Hidalgo County Health Authority/Chief Physician Services Project." At that meeting you requested a 20% percent increase to the current contract amount of $5,580.00. At your requested increase of 20%, this would equate to a new monthly fee of $6,700.00 a month.

Hidalgo County is requesting that given the County's budgetary constraints, (and that the 2008 County Budget has been adopted by Commissioners Court) that you consider a fee [redacted] per month, which would have effect (if approved) commencing January of 2008. The current amount of $5,580.00 per month would continue for the remainder of this year.

Hidalgo County is requesting that you please consider this option and offer request and to please submit your response by no later than 10:00 a.m, Tuesday, October 9, 2007, in order to proceed forward in having Commissioners Court approve the "Best and Final Offer" and approval to proceed forward with the contract.

We ask that you sign below acknowledgment and via fax to (956) 292-7612, if you approve or disapprove to the "Best and Final Offer" request. Thank you.

Approve ✓ **Disapprove**_____

Signed: _____ **Title:**_____

Printed Name: Ivan G. Melendez, MD

EXHIBIT "C"

INSURANCE REQUIREMENTS

TMLT

TEXAS MEDICAL LIABILITY TRUST

September 21, 2007

Policy # 1-107893
Ivan G. Melendez, MD
2805 Santa Laura
Mission, TX 78572

PROOF OF PROFESSIONAL LIABILITY COVERAGE

Ivan G. Melendez, MD is insured by the TMLT with professional liability coverage from January 03, 2007 to January 03, 2008 at limits equal to or in excess of $100,000/$300,000. The retroactive date for this policy is January 03, 2002.

By furnishing this information, TMLT is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

Tejas Patel

Tejas Patel
Underwriter
Ext. 5886

P.O. Box 160140 • Austin, Texas 78716-0140
901 Mopac Expressway S. • Barton Oaks Plaza V, Suite 500 • Austin, Texas 78746-5942
512-425-5800 • 800-580-8658 • fax: 512-328-5637 • sales@tmlt.org • www.tmlt.org

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2007

PRODUCER
INSURANCE BY BILLY PASTOR
625 W PECAN BLVD
MCALLEN, TEXAS 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
IVAN MELENDEZ
3304 N BRYAN RD
MISSION, TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE	05993115-0
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 INSD	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				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PROJECT ☐ LOC					
A	1	AUTOMOBILE LIABILITY	05993115-0	09/27/2007	09/27/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ 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/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	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER UNINSURED/ UNDERINSURED	059931115-0	09/27/2007	09/27/2008		$ 500,000

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

2005 HUMMER H3 VIN# 5GRGN23U25H132503

ADDITIONAL INSURED: HIDALGO COUNTY 2802 S HWY 281 EDINBURG, TX 78539

CERTIFICATE HOLDER

ADDITIONAL INSURED
HIDALGO COUNTY
2802 S 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

ACORD 25 (2001/08)

© 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.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS A CLAIMS-MADE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. **1-107893**

1 NAMED INSURED (including address)

Ivan G. Melendez, MD
P. O. Box 3238
Mission, TX 78573

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **01/03/2007** TO **01/03/2008**

3 PROFESSIONAL LIABILITY COVERAGE
Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	**$ 100,000**	**$ 300,000**	**$9,167.00**
B. Deductible (Refer to Endorsement)	**$ 0**		**$0.00**
C. Professional Premises Liability	each premise occurrence $200,000	premise aggregate $200,000	**$0.00**
D. Vicarious Liability	no additional limits		**$0.00**
		TOTAL PREMIUM	**$9,167.00**

4 TYPE OF COVERAGE **CLAIMS-MADE** RETROACTIVE DATE **01/03/2002**

5 Class **1** Principal Practice **81239 FM/GP - NO SURGERY**
Territory **I** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PICM0106, 42, 17**

CREDITS INCLUDED ABOVE
Experience Discount **-$1,018.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **03/09/2007**

TP

Countersigned By: John D. Alexander
Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

Affidavit & Indemnity Agreement

Date: 09-26-2007

Affiant: Dr. Ivan Melendez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Dr. Ivan Melendez** states he is a sole proprietor doing business as Physician with Hidalgo County under **RFP-2007-109-07-18** dated **July 18, 2007** . Affiant will provide services for Hidalgo County Health and Human Services under a Hidalgo County Purchase Order # as approved on **July 31, 2007.**

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Dr. Ivan Melendez

Ivan Melendez M.D. Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 09-26, 2007.

Notary Public, State of Texas – County of Hidalgo

Esperanza Gonzalez

ESPERANZA GONZALEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
JULY 14, 2009

SPECIAL MEETING – OCTOBER 23, 2007

BE IT REMEMBERED, that on this 23rd day of October, A.D., 2007, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE JUAN DE DIOS SALINAS, III	HIDALGO COUNTY JUDGE
HONORABLE SYLVIA HANDY	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR (TITO) PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE OSCAR L. GARZA JR.	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

DATE 10/26/07
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

2. **Presentation for discussion, acceptance, and approval of the final negotiated and professional services contract (subject to legal review) with "Dr. Ivan G. Melendez" for: RFQ NO: 2007-109-07-18-VYG-Hidalgo County-Health Authority/Chief Physician Services.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

G. **Co. Wide**

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS**
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment (s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

H. **Colonia Access Program Pct. I**

1. **A. Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No I in the amount of $184,050.99 and Application No 2 (Retainage) in the amount of $20,450.11, from IOC Company, LLC contracted vendor for "Mel C Gray Subdivision" submitted by project engineer TEDSI Infrastructure Group. C-CAP-07-020-06-12.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval

B. Requesting approval of Certificate of Construction Completion submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of October 10, 2007 for "Mel C. Gray Subdivision" with contractor IOC Company, LLC. C-CAP-07-020-06-12.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

DATE 10/26/07
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

AI-17118 **7.K.**

Authority to advertise - BCAP Pct No. 4

CC CONSENT

Date:	09/01/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Laborsita Subdivision a BCAP project with plans and specifications drafted by project engineer, Quintanilla, Headley & Associates, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-124-886-0-731

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

BUDGETARY IMPACT:

Available balance as of 8-28-09 $43,500.00.

Attachments

Link: ai request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 12:53 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:28 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 11:17 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Yvette Islas Started On: 08/24/2009 01:50 PM

Final Approval Date: 08/28/2009

ai #
17118

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Monday, August 24, 2009 11:29 AM
To: Yvette, Purchaser
Cc: gloria.beltran@co.hidalgo.tx.us; juan.carranza@co.hidalgo.tx.us; Marcie Jackson; katia.garcia@auditor.co.hidalgo.tx.us; 'Agapito Vargas'
Subject: Authority to advertise

Yvette, please place the following item on CC agenda for Tuesday 1st September 2009:
Authority to advertise 3rd Call BCAP Project Laborsita Subdivision for Precinct 4
Project engineer: Quintanilla, Headley and Associates, Inc.
Account numbers: 9-1312-431-00-124-886-0-731 & 734
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

AI-17172 **7.L.**

Section 125 Voluntary Products for Employees of Hidalgo County
CC CONSENT

Date:	09/01/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise a Request for Proposals and approval of procurement packet (i.e. legal notice, requirements, scope of services, evaulation criteria, etc.) as attached hereto for: "Section 125 Voluntary Products for Hidalgo County"-RFP #2009-350 including, but not limited to the following "Pre-Tax Products":

1. Vision
2. Dental
3. Cancer
4. Long and/or Short Term Disability
5. Heart & Stroke
6. Accidental
7. Life Insurance
8. Critical Illness
9. Supplemental Health Options Policy (SHOP)

BACKGROUND

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

County has no direct budgetary expense, strickly a voluntary employee paid program.

Attachments

Link: RFP Draft Packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2009 02:46 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 03:30 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:10 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 08/26/2009 03:43 PM

RFP No: 2009-350-00-00CGV	Buyer: Gricelda (Cris) Villarreal	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

RFP- Section 125 Voluntary Products-Hidalgo County
September , 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"RFP- Section 125 Voluntary Products-Hidalgo County",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2009-350-00-00CGV - RFP- Section 125 Voluntary Products-Hidalgo County"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 30, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP-2009-350-00-00CGV -RFP- Section 125 Voluntary Products-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

DRAFT

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County

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Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFP- Section 125 Voluntary Products-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.	**September , 2009**
Award of Contract	_____, 20__

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Commence Work or Deliver Products _____, 20__

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of

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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 therefor pending before any department or agency of the County.

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County

Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County

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reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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Proposal
for
RFP- Section 125 Voluntary Products-Hidalgo County
Bid No: 2009-350-00-00CGV
September 00, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

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

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

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

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HIDALGO COUNTY

Request for Proposals
For
"Section 125 Voluntary Insurance Products",

Date: _____

RFP No.: 09-350-00-00CGV

Voluntary Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident Plan, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, COBRA Administration, and an Online Enrollment System

Effective Date: 2/1/2010

Proposals Due: _____ at 9:30 a.m.

HIDALGO COUNTY
PURCHASING DEPARTMENT

EDINGURG, TX 78539

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HIDALGO COUNTY
"Section 125 Voluntary Insurance Products"
RFP No: 2009-350-00-00CGV

Hidalgo County is inviting for sealed proposals from qualified Insurance Carriers to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products including but not limited to: Voluntary Short Term and Long Term Disability, Voluntary Dental, Voluntary Vision, Voluntary Cancer, Voluntary Accident, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, an Online Enrollment System and COBRA Administration. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Section 125 Voluntary Insurance Products" as specified herein. Sealed proposals will be accepted until 9:30 A.M., Wednesday, _____, 2009. ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Section 125 Voluntary Products" provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the "Section 125 Voluntary Products" providers selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

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

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

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, _____, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Physician, 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 Physician, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Physicians, 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 PROPOSPECTIVE BIDDER.

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

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

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

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

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

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

RFP DELIVERY:
Hidalgo County requires submitters, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the envelope.

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

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

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

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

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

EMPLOYEE ENROLLMENT:
In the event that a provider has not been awarded by the time the County has scheduled open enrollment, then upon Commissioner's Court approval of proposal award, the awarded number one ranked provider(s) must commence enrollment immediately.

Awarded number one ranked provider must make arrangements under the direction of Insurance Division of Benefits through point of contact, Flora Vazquez, Employee Benefits Manager at (956) 318-2663 or email address: flora.vazquez@co.hidalgo.tx.us

SECTION II-RFP REQUIREMENTS

Experience /Qualifications: Proposers shall posses the following experience, including but not limited to:

- Must have previous experience within the State of Texas, and will furnish bonafide references within their proposal to substantiate this experience;
- Must provide proof of financial stability to ensure continued services throughout the contract term.
- Proposer certifies they are a duly qualified, capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.
- Specific experience with public entities in the area.

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- Must have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "RFP NO.: 2009-350-00-00CGV – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS" in County's Purchasing Department, 2802 So. Business Hwy 281, Edinburg Texas, on or before 9:30 a.m., Wednesday, _____, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO. 2009-350-00-00CGV – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS".

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

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

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

Required Certifications and Submittal: This section will contain any licenses and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY. Proposers should add copies of their Professional Liability Insurance.

DURATION OF CONTRACT: The initial term of the contract shall be for a multiple three (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County/Hidalgo County Community Supervision and Corrections Department

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the Section 125 Voluntary Products to the employees and employees' dependents. The insurance contract will encompass all project-related insurance services, an Online Enrollment System and COBRA Administration to the County of Hidalgo including, but not limited to, the following:

A. Voluntary Products:
Short Term and Long Term Disability, Dental, Vision, Cancer, Accident, Critical Illness, Heart/Stroke and Life Insurance;

1. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County;

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2. Proposals are to be submitted on the basis of the specifications contained herein. Each proposing company will be required to complete the specific attachment requested. Alternate proposals will also be considered, provided the alternatives are clearly marked as alternates and are clearly explained. All deviations from the specifications must be clearly identified and explained;

3. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty;

4. The Hidalgo County employs approximately 3800 employees;

5. No electronic, telephone, or fax proposals will be accepted. Proposals will only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, hand delivery, etc. Hidalgo County will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened;

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Number Or Copies To Be Submitted:

1. Proposals are to be sealed in an envelope clearly labeled "RFP # 2009-350-00-00CGV- "Section 125 Voluntary Insurance Products". Please submit one (1) original and two (7) copies of your proposals to:

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

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

2. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, _____, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3 HIDALGO COUNTY reserves the right to provide copies of all correspondence relevant to this assignment to interested participants.

D. Time Frame

1. The specifications will be available to interested parties on/after, Wednesday, September _____, 2009 at:_____ A.M/P.M.

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2. The sealed envelopes will be opened in public at 9:30 a.m. _____. The envelopes shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept confidential during the process of proposal negotiations.

3. The parties submitting the selected proposal will be notified on or about _____, of HIDALGO COUNTY's decision.

4. Contract effective date is Feb. 1, 2010

5. Insurance Binders are to be delivered no later _____.

E. Proposals

1. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your bid (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.

2. Requests for interpretation of the specifications will be provided by _____, Purchasing Officer. All such responses will be made in writing. Oral explanations will not be binding.

3. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.

4. Hidalgo County may issue an addendum of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.

G. Guaranteed Rates

All rates shall be guaranteed for at minimum 3 years beginning Feb. 1, 2010.

F. Plan Designs Requirements and Specifications

1. The Disability – Long Term/Short Term should be income replacement insurance with different options of elimination periods and benefit periods, i.e., educator/political subdivision plans. Hidalgo County desires an income replacement plan with various periods and maximum benefit periods. Hidalgo County desires this benefit to be offered on a guarantee issue basis annually with no evidence of insurability second year and beyond. Pre-existing condition clause would apply. Your company definition of disability is required – we are seeking at minimum a 3 year own occupation definition - along with offset requirements. We are requesting at minimum a 3 year rate guarantee. Please complete attached format.

2. The Dental Plans offered should include a high and low option. High option must be an Indemnity Plan, while the low option can be either a PPO or a Scheduled type plan. Plans should offer a $25 and/or a $50 deductible, with endodontic and periodontal services paid at the basic benefit level. Plans should include both child and adult orthodontics. Maximum benefits should start at no less than $1000 per year with an annual rollover benefit type feature. No waiting periods preferred for open enrollment. Request at minimum 3 year rate guarantee. Please complete attached format.

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3. The Vision Plan should include a 12-month Exam – 12-month Frames - 12 – month Lenses option with and without eye exam Copay and with and without materials Copay. We are requesting at minimum a $50 wholesale/$130-$150 retail on frames and $130 minimum on contacts. We request at minimum 3 year rate guarantee. Please complete attached format.

4. Cancer plans must be submitted with a high / low option. These products must be offered on a guarantee issued basis for first year's open enrollment. Pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

5. Accident plans must be 24 hour coverage (on and off the job) and be submitted with a high/ low option. These products must be offered on a guarantee issued basis for first year, pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

6. Critical Illness plans must be submitted with a high / low option. Requesting face amounts of $5,000 for the low plan and $10,000 for the high plan. These products must be offered on a guarantee issued basis for first year's open enrollment. Pre existing condition clause can apply. Request at minimum 3 year rate guarantee. Please complete attached format.

7. Heart/Stroke products must be offered on a guarantee issued basis for first year's open enrollment. Request at minimum 3 year rate guarantee.

8. Online Enrollment System: The County is seeking an online enrollment system that will consolidate all of the County core and voluntary employee plans. Submit with your proposal your systems capabilities to accomplish this requirement. Include a specific detail description timeline using an effective date of all products effective 02/01/2010.

9. COBRA Administration:
   a) Will you provide timely initial notification of COBRA rights to new participants and qualified beneficiaries?

   b) Will you shelter Hidalgo County from non-compliance penalties?

   c) Will you provide timely and accurate eligibility and premium reporting?

   d) Will you provide toll-free customer service line for qualified beneficiaries?

   e) Will you ensure compliance with COBRA requirements?

   f) Please provide a sample COBRA administration letter.

   g) Will you provide COBRA participant notification as needed (qualifying events notification, notice of change of program i.e. changes in premium rates, billing changes in law, etc...)?

   h) Will you monitor government legislation and communicate changes in the law to Hidalgo County and COBRA participants?

   i) Will you collect COBRA premium and disburse to all vendors as appropriate?

   j) Will you charge to 2% administrative surcharge (for disabled employees)?

DRAFT

k) Who retains the surcharge?

l) Will you handle the COBRA annual enrollment?

m) Will you produce HIPAA certificates on behalf of Hidalgo County to any employees terminating coverage? If so, is there an additional cost for this?

G. QUESTIONNAIRES AND WORKSHEETS

1. The questionnaires and worksheets provided in this RFP are designed to verify the Proposer's ability and willingness to meet various requirements and expectations about the services provided to Hidalgo County.

2. When responding to the worksheets please be concise yet specific with your answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification.

H. QUALIFICATIONS

1. All companies (including agents) submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities in Texas. *Please enclose a list of at least (3) three South Texas Public Entity references with your proposal.*

2. The Company and Agent must provide proof of Insurance for E&O. Minimum of $1,000,000 required. Please enclose a copy with your proposal.

3. The Company must be recommended in the latest edition of A.M. Best's Life Insurance Reports with a general policyholder's rating of A or better. *Please furnish the Best's policyholder rating for each company with which coverage is being quoted*.

4. The Company and Agent must have a willingness to commit to specified levels of performance for service and quality.

5. The Company and Agent must have an organization that has demonstrated the ability to deliver cost-effective service and efficient claims processing.

6. The Company and Agent must provide sufficient telephone service, preferably toll-free and local service, to handle inquiries directly from plan participants as well as Hidalgo County business officials.

7. The company must have the capability to provide loss run reports on a monthly basis and/or upon request of the school district. Samples of standard financial and utilization reports should be provided in your proposal

8. The selected Company and Agent must provide sufficient representatives and staff for County meetings and during the enrollment process.

9. The selected company should agree to submit monthly billings by employee and dependents showing separate dollar amounts for individual employee(s) and for each coverage(s).

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I. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

J. Terms of Contracts

1. Hidalgo County is seeking a three-year contract with the option to terminate during the term of the contract, or at each anniversary date, with cancellation provisions (except for non-payment) and sixty (60) days notice for non-renewal or plan changes. All products must be guarantee issued.

2. Hidalgo County reserves the right to terminate the contract at the expiration of each budget period. The contract will be for current revenues only in accordance with Local Government Code Section _____.

K. Authorized Signature

Persons who have legal authority to represent the insurer and administrator to the services that are proposed must sign the proposal signature sheet.

L. Continuity of Coverage

All employees and dependents covered by the current plans are to receive immediate coverage under any new plan selected. Continuity of Coverage for current participants is to be on a "no loss-no gain" basis for all insurance coverages.

M. Enrollment

1. The basis for "take-over" is as of February 1, 2010. Each selected provider will be expected to provide trained enrollers to explain benefit provisions during annual enrollment meetings and throughout the year for newly hired employees. The selected providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings.

2. Hidalgo County will review online web based enrollment applications. Company must be able to transmit information to all selected vendors via EDI feed. Company must be able to capture pin signature and/or electronic signature per carrier specifications.

3. The proposing enrollment system must be able to enroll a single employee in all products offered for 2010 plan year including all voluntary insurance vendors and medical provider. Once the employee has completed their individual enrollment, system must then be able to save the enrollment data, and offer a benefits confirmation sheet. It must then be able to log out and allow new employee to log in and enroll.

4. An employee shall be able to make changes to a benefit election if done within the same enrollment period window. Information and changes shall be stored and be able to provide synchronization of enrolled data to a main data source.

5. *Hidalgo County will not set up premium deductions for any pending application, until policy is issued and confirmations have been sent to County and applicant.*

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6. Enrollers will be responsible for providing confirmations of elections and changes to the employee as opted, electronic or mailed copy.

7. Bilingual enrollers are mandatory for classified personnel assistance.

N. Connectivity

1. A mandatory requirement is that your company / carrier provide the technology for this benefit enrollment program to be effectively executed, and in a timely manner process the application of the products you are proposing on.

2. Participating carriers must be able to accept enrollment data via web-based enrollment system. The enrollment will be run on laptops and have the capability to send and receive data from the approved carrier's enrollment system data warehouse via electronic data information feeds.

3. The proposing system may require a pre-population of a census from the enrollment system or Excel file, which contains information about an employee. Some general demographic information will be provided to insure validation of current or elected coverage.

4. *If you cannot meet our specifications you should decline as a proposing carrier.*

O. Responsiveness

1. Your responsiveness and ability to provide customer service, manage and participate in your portion of the open enrollment, including but not limited to, communications, reporting, policy issue and back end data files to set up payroll will be considered. The timeline for accomplishing this project is limited to 90 days and you must guarantee that your company / carrier will be able to have the enrollment eligibility loaded to Payroll by the deadline as described below.

P. FOR INITIAL ENROLLMENT

1. If premiums are paid current, the electronic data is needed by 9:00 am on January 6, 2010.

2. Your proposal must identify all key personnel that will be assigned to administer your insurance product with Hidalgo County. We request a local presence for agency support.

Q. Billing & Reconciliation

1. Hidalgo County will require a system that will allow for list billing format if requested. Electronic billing format data of covered members will include the type of product, social security number, first name, last name, monthly premium amount, volume if applicable and carrier/product specifics.

2. For current deductions, this information is needed by the 10th of the month. Billing will be reconciled to payroll deductions, identifying variances and communicated to the carriers for corrections for the following cycle. Remittance will be processed by the 10th day of the following month.

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R. Additional Requirements-Attachments for each product proposal shall include:

1. Company Full Benefit Description - include any and all waiting periods
2. Company Limitations and Exclusions Description
3. Specimen Policy
4. Underwriting Specifications for first year and thereafter
5. Pre existing condition clauses
6. Schedule of Rates-four tier rating structure

S. Companies with an A.M. Best rating of A or better are preferred

T. All data developed and submitted in connection with this RFP will be considered property of Hidalgo County.

U. Selection Criteria:

1. Hidalgo County reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of Hidalgo County.

2. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria:

3. The evaluation criteria will include, but not be limited to, the items below.

a) Experience

1. Provides voluntary products for similar organizations
2. Has worked with political subdivisions in this general region
3. Extent of experience

b) Voluntary Benefits

1. Comprehensiveness of benefit offerings
2. Quantitative analysis of benefits versus cost

c) Capacity to Perform

1. Staffing level/experience of staff
2. Adequacy of Resources
3. Professional liability insurance in force

d) Broker / Agent

1. Local office
2. Experience in public entities
3. Staffing level/experience of staff
4. Level of commitment to servicing the account
5. Bilingual staffing capabilities
6. Errors & Omission Insurance (Min., $1million per occurrence)
7. Online Enrollment System Capabilities

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SECTION III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.

2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.

3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county; the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.

4) The Hidalgo County Commissioner's Court, not withstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:

    - Waive any insignificant defect or informality in any proposal procedure.
    - Reject any or all proposals.
    - Reissue a Request for Proposal.

5) Hidalgo County's Enrollment will begin in December , 2009, for a February 1, 2010 effective date of coverage. Please be prepared to have enrollers prepared to enroll for the Month of December through January 2010.
6) A MANDATORY enrollment coordination meeting will be held after the award of this RFP to discuss and instruct on enrollment meetings with the staff of County of Hidalgo after the award of these products.

Proposal Ranking: Once evaluations are completed the proposals present a recommendation. Thereafter the Hidalgo County Commissioners' Court will rank and/or award the proposal.

Negotiation Process: If applicable, the number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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HIDALGO COUNTY
Agent Felony Conviction Notification
RFP Submission Form

State of Texas legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person of business entity that enters into a contract with a HIDALGO COUNTY must give advance notice to HIDALGO COUNTY if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a HIDALGO COUNTY may terminate a contract with a person or business entity if HIDALGO COUNTY determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. HIDALGO COUNTY must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Agent's Name _____

Authorized Company Official's Name (Printed): _____

☐ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official: _____

☐ B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____

☐ C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):_____

Details of Conviction(s):_____

_____

Signature of Company Official:_____

Date:_____

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References:

1) Provide four current, and four former client references (preferably school districts):

Name of Client	Contact Person	Phone Numbers	Employee Count

HIDALGO COUNTY reserves the right to make any inquiry to any current and or former client whether or not the clients are identified by the offeror in this proposal.

Pricing and Product Summaries:

1) Please complete the worksheets attached to this proposal (Attachment C) in excel and remit in CD form with your proposal.

Product Support:

Please address and respond to the following: Yes or No

1. Your company has the ability to process and issue policies within 2 weeks of the end of enrollment period? _____
2. Your company has the ability to notify Payroll of closed applications within 30 days of rejections? _____
3. Your company has the ability to provide all letters and reports electronically? _____
4. Your company has the ability to provide electronic bill reconciliation to HIDALGO COUNTY? _____
5. Your company's proposed products, riders and amendments are currently filed and approved by the State of Texas? _____
6. Does your company currently have any legal actions pending on any of the products being proposed? _____

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7. Does your Agency currently have any legal actions pending on any of the products being proposed? _____

8. Does your company have any actions brought against you by any State Department of Insurance for any of the products being proposed? _____

9. Does your company pay for enroller appointments? _____

11. Your company must disclose all commissions paid to any producer, GA or MGA in each quote submitted.
_____

12. What type of rate guarantees are available? _____

13. What type of notice will you give before raising rates? _____

14. Under what circumstances can your company raise the rates in this proposal? _____

_____

_____

15. Will a Master Contract be issued to HIDALGO COUNTY?_____

16. Will semi-annual claims experience reports be provided to District?_____

If so, provide sample of reports.

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HIDALGO COUNTY
Anti-Collusion Certification
RFP Submission Form

By submission of this proposal, the Proposer certifies that:

(1) This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

(2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;

(3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

(4) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

_____	_____
Company Name	Authorized Signature & Title
_____	_____
Address	Type Signatory's Name & Title
_____	_____
	Telephone Number
_____	_____
Federal I.D. #	E-mail address

SUBSCRIBED AND SWORN to before me by the above named_____

On the _____day of _____, 20____.

Notary Public in and for the State of _____

My commission expires:_____

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Proposal Signature Sheet:

My signature certifies that the proposal as submitted complies with all General contract terms and conditions as set forth in RFP# 07-77

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Texas.

I certify that I am authorized to sign as a representative for the offeror:

NAME OF OFFEROR:_____

ADDRESS:_____

FED. ID #: _____

SIGNATURE:_____

NAME (PRINT):_____

TITLE:_____

TELEPHONE NO: _____

FAX NO:_____

DATE:_____

CONTACT NAME: _____

CONTACT TITLE: _____

E-MAIL ADDRESS:_____

TELEPHONE NO: _____

FAX NO:_____

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SUBMIT THIS FORM WITH YOUR PROPOSAL

Agent Information:

HIDALGO COUNTY requests the insurance company submit one proposal through the named agent selected by the insurance company. Please provide the following information for the agent selected by the insurance company. If multiple agents are used HIDALGO COUNTY reserves the right to disqualify your quote submission. Please provide the following information for your selected agent.

a) Copy of agent's E & O Insurance certificate._____

b) Name / Address of agent:_____

c) Agent's experience with insurance company (Length of association, number of groups, Premium generated):
_____

_____

d) Will a "Hold Harmless Agreement" with provisions comparable to those presented in the RFP specifications be executed Yes _____No_____

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Attachment A:

Included in CD
(all in excel format)

Complete Employee Census
Current Disability Census
Current Dental Census
Current Vision Census

Current Carriers Experience, Brochures & Rates

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Attachment C:

Product spreadsheets to be completed by each individual company

Included in CD

DRAFT

Disability Plan
Please complete information below

Name of Carrier							
Plan Name							
AM Best Rating							
Elimination Periods	0/3, 7/7, 14/14, 30/30, 60/60, 90/90, 180/180						
Benefit Length Maximum	Until age 65 (SSRA)						
Minimum Monthly Benefit Available	$200						
Maximum Monthly Benefit Available (annual compensation divided by 12)	60% of gross annual salary						
Physician Expense (office visit) Benefit							
1st Day Hospitalization Benefit							
Hospital Confinement Benefit							
Partial Disability Benefit							
Return to Work Benefit							
Workplace / Accommodation Benefit							
Survivor Benefit							
Online Claims Tracking							
Pregnancy Benefit							
Disability Definition:							
Disability Payment Definition:							
List all Offsets applicable							
Waiver of Premium							
Portability							
Monthly Rates:							
Elimination Periods:	0/3	7/7	14/14	30/30	60/60	90/90	180/180
Employee Only Rate Per $1000 of Benefit:							

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Dental Plans
Please complete format below

Name of Carrier	High Plan		Low Plan	
Plan Name	Voluntary Indemnity			
AM Best Rating				
General Information:	In Network	Out of Network	In Network	Out of Network
UCR		90th %		
Preventive	%	%	%	%
Basic	%	%	%	%
Major	%	%	%	%
Adult & Child Ortho	%	%	%	%
Plan Design Features:				
Annual Deductible	$_____Ind / $ _____Family		$_____Ind / $ _____Family	
Max. Benefit (Calendar Year)	$_____		$_____	
Endodontic Coverage	%	%	%	%
Periodontal Coverage	%	%	%	%
Adult and Child Ortho (Lifetime Maximum)	$_____		$_____	
Specialists	%	%	%	%
Monthly Rates:	Monthly Rate		Monthly Rate	
Employee Only:				
Employee & Spouse:				
Employee & Child:				
Employee & Family:				

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Vision Plan
Please complete format below

Name of Carrier		
Plan Name		
AM Best Rating		
General Information:		
	In Network	Out of Network
Examination Co-pay	$ Co-pay	$
Lenses and/or Frames Co-pay	$ Co-pay	$
Frame Allowance	$ Wholesale	$ Retail
Standard Single Vision Lenses	$ Copay	$
Standard Bifocal Lenses	$ Copay	$
Standard Trifocal Lenses	$ Copay	$
Standard Lenticular Lenses	$ Copay	$
Progressive Lenses	$ Copay	$
Polycarbonate Lenses	$ Copay	$
Tint	$ Copay	$
Ultra Violet Coating	$ Copay	$
Scratch Resistant Coating	$ Copay	$
Anti-Reflection	$ Copay	$
Contact Lenses – Elective	$ Allowance	$
Contact Lenses – Medically necessary	Paid in Full	$
Exam/Lenses/Contacts/Frames Frequencies, ie, 12/12/12/12	/ / / months	/ / / months
Contact Lenses Fitting	$ Copay	$
Contact Lenses Follow Up	$ Copay	$
Lasik Benefit		
Monthly Rates:	Monthly Rates	
Employee Only:		
Employee & Spouse:		
Employee & Child:		
Employee & Family:		

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Voluntary Cancer
Please complete format below

Name of Carrier		
Plan Name	Low Plan	High Plan
AM Best Rating		
General Information:		
Initial Diagnosis		
Hosp Confinement		
Extended Benefits		
Intensive Care		
Bone Marrow or Stem Cell		
Drugs/Rx		
Physician Attendance		
Ambulance		
Blood & Plasma		
Physical Therapy		
New / Experimental Treatment		
Prosthesis		
Wellness / Cancer screening		
Chemo/Radiation		
Surgical Procedure		
Waiver of Premium		
Portability		
Monthly Rates:		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		

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Voluntary Accident (On and off job)
Please complete format below

Name of Carrier		
Plan Name	Low Plan	High Plan
AM Best Rating		
General Information:		
On & Off Job Coverage		
Accidental Death Benefit		
Employee/Spouse/Child/ren	$ /$ /$	$ /$ /$
Common Carrier Accidental Death		
Dismemberment		
Initial Hospital Accident		
Hosp Confinement – Accident		
Intensive Care-Accident		
Emergency Treatment		
Medical Expense Benefit		
Disability (Primary Insured)		
Specific Sum – Dislocations		
Specific Sum – Fracture		
Prosthesis		
Wellness Benefit		
Major Diagnostic Exams		
Surgical Procedure		
Accident Follow Up Treatment		
Waiver of Premium		
Portability		
Monthly Rates		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		
Underwriting Criteria:		

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Voluntary Critical Illness
Please complete format below

Carrier		
Group Critical Illness	Low - $5,000	High - $10,000
AM Best Rating		
Employee:	$5,000	$10,000
Spouse:		
Child/ren:		
Initial Diagnosis		
Coronary artery bypass		
Heart Attack		
Invasive cancer		
In situ cancer		
Major organ transplant		
Renal failure		
Stroke		
Health Screening		
Portability		
Recurrence of a Diagnosis		
Monthly Rates:		
	Employee Only Non Smoker	
Age Banded	$5,000	$10,000
18-35		
36-49		
50-59		
60-64		
65-69		
70+		
	Employee Only Smoker	
Age Banded	$5,000	$10,000
18-35		
36-49		
50-59		
60-64		
65-69		
70+		

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Voluntary Heart/Stroke
Please complete format below

Name of Carrier		
Plan Name		
AM Best Rating		
General Information:		
Physician Services		
Hosp Confinement		
Inpatient Drugs & Medicine		
Private Duty Nursing		
Cardiograms		
Drugs/Rx		
Surgery & Anesthesia		
Thromboendarterectomy		
Coronary Artery Bypasss		
Heart Transplant		
Pacemaker Insertion		
Coronary Angioplasty		
Oxygen		
Physiotherapy		
Ambulance		
Cardiac Catherization		
Portability		
Monthly Rates:		
Employee Only:		
Employee + Spouse:		
Employee + Child/ren:		
Employee + Family:		

DRAFT

Online Enrollment Services
Please complete information below

Name of Carrier	
Plan Name	
AM Best Rating	
General Information:	
Where is your headquarters located?	
# of years in service?	
# of agents that use your service?	
# of clients that use your service?	
# of total lives on system?	
How many enrollees in largest client?	
How many clients are school districts?	
How many clients are counties?	
Will you work with all TRS/BCBS?	
Will your system interact with payroll?	
What is the set up/lead time for case implementation?	
Is your system strictly an online web based enrollment system or can it be done via laptop or notebook?	
If so, do you provide laptops or notebooks?	
If you provide laptops or notebooks is there a cost? If so what is it?	
Do you have a call center available for the open enrollment period? If so, is Spanish language spoken?	
Who is owner of the data in system?	
What is length of contract?	
What is the charge for material changes to system?	Per Hour Rate _____
Does your system map the applications or is the information sent via electronic feed?	
Are the feeds automated?	
Are the feeds HIPAA compliant?	
What is the total # of feed interfaces with carriers to date?	
Does the system hold historical data on feeds?	
If so, is this history viewable by agent & client?	
Will your system accept internal client specific employee id's as identifiers as well as social security #'s?	

AFT

Does your system display information in Spanish?	
In the last 90 days, how much down time has your system had? If any please explain.	
When does your system recycle for updates?	
Can the client turn on/off evidence of insurability capabilities?	
How do you drop / cancel / delete / dependants?	
How do you supply drop / cancel / delete information to respective carriers? As drop or change or cancellation?	
Will your system capture/allow both pre tax/post tax calculations?	
What type of system security do you have in place?	
How many back up security locations do you have?	
Does the system have a calculator employees can view as he/she enrolls?	
Can the system capture multiple payroll modes?	
Will EOI auto adjudicate Guarantee Issue amounts on voluntary insurances?	
Can client access all data at will via reporting mechanism?	
What reporting system are reports based on?	
Can reports be scheduled to be delivered to specific parties daily, weekly, monthly, etc? If so, who has capability to accomplish this objective?	
Are Training modules available for continuing education, etc?	
How are second year renewals handled? For positive enrollments?	
How are second year renewals handled? For passive enrollments?	
Can a note section be added to the benefits module for HR purposes?	
What is the cost? Base monthly cost or PEPM?	

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Provide a timeline for implementation using an effective date of February 1, 2010.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"Section 125 Voluntary Insurance Products"

RFP NO.: 2009-350-00-00CGV

DRAFT

HIDALGO COUNTY

"Section 125 Voluntary Insurance Products"

RFP NO.: 2009-350-00-00CGV

SELECTION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1. Documentation qualifications, description of firm's personnel experience and evidence of good organization and firm's management services. **25 points**

2. Schedule for the completion of this type of project and ability to demonstrate an understanding the Scope of Services. **20 points**

3. Concept and proposed solutions including responsiveness to terms and conditions, completeness and thoroughness of documentation. **20 points**

4. Work plan approach and demonstration of successful prior performance of comparable services in county governments/public entities. **20 points**

5. Adequacy and technical depth of personnel assigned to the account including breadth of services available. **15 points**

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AI-17171 **7.M.**

BCAP - Pct. No. 1 - Round III Invoice# 299414 TEDSI Infrastructure Group

CC CONSENT

Date:	09/01/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of payment for invoice No. 299414 in the amount of $10,228.33 (3rd Call, Various Colonias) as submitted by project engineer, TEDSI Infrastructure Group.

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 for P.O.# 615985 $10,228.33 for various Pct. #1 BCAP Round III Colonias as of 8/28/09 for Tedsi Infrastructure Group, Inc.

Attachments

Link: Invoice 299414 Round III

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:37 PM	APRV
2	Budget & Management		08/28/2009 05:58 PM	PEND
3	Erika Zamora	Erika Zamora	08/28/2009 02:56 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/28/2009 03:04 PM	APRV
5	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Marcie Jackson Started On: 08/26/2009 03:13 PM

Final Approval Date: 08/28/2009

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

AI-17171 9/1/09

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: July 31, 2009
TEDSI Invoice No.: 299414
TEDSI Project No.: 2009-1027-01
Invoice Period: July 1, 2009 thru July 31, 2009

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

REQ# 147098 P.O.#615985
9-1312-431-00-121-XXX-X-334→$10,228.33

Contract Amount	Contract Amount Remaining
$189,413.50	$38,545.64

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	12%	77%	$10,228.33	$65,631.78
Const. Mngt. (CM)	$18,941.35	0%	0%	$0.00	$0.00
Subtotal	$189,413.50			$10,228.33	$150,867.86

TOTAL FEE EARNED:	$150,867.86
LESS PREVIOUSLY INVOICED:	$140,639.53
TOTAL AMOUNT DUE THIS INVOICE:	$10,228.33

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: Marcie Jackson ON 8/25/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 8/25/09

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$7,707.59		$7,707.59	$ 6,781.70	$925.89	73.90%	$ 2,722.42
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$35,909.69		$35,909.69	$ 34,534.96	$1,374.73	83.60%	$ 7,050.54
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31		$6,180.31	$ 6,180.31	$0.00	90.00%	$ 686.33
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17		$5,466.17	$ 5,466.17	$0.00	90.00%	$ 608.47
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$7,380.40		$7,380.40	$ 6,491.02	$889.38	73.90%	$ 2,611.12
3C1080215	De Anda	Pedro St	$ 5,147.76	$3,831.71		$3,831.71	$ 3,345.81	$485.90	74.40%	$ 1,316.05
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66		$8,732.66	$ 8,732.66	$0.00	90.00%	$ 969.34
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$12,382.25		$12,382.25	$ 10,924.83	$1,457.42	73.70%	$ 4,428.44
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,363.91		$8,363.91	$ 8,363.91	$0.00	85.00%	$ 1,473.17
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$13,964.67		$13,964.67	$ 12,403.44	$1,561.23	74.30%	$ 4,837.09
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43		$4,235.43	$ 4,235.43	$0.00	90.00%	$ 468.73
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52		$3,500.52	$ 3,500.52	$0.00	90.00%	$ 390.52
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$2,929.64		$2,929.64	$ 2,873.21	$56.43	86.70%	$ 449.46
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$5,318.57		$5,318.57	$ 4,663.44	$655.13	74.10%	$ 1,860.74
3C1080220	Delta West	Esperanza St	$ 28,466.19	$21,114.84		$21,114.84	$ 18,780.45	$2,334.39	74.20%	$ 7,351.35
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$3,849.50		$3,849.50	$ 3,361.67	$487.83	74.40%	$ 1,321.87
			$ 189,413.50	$ 150,867.86	$ -	$150,867.86	$ 140,639.53	$10,228.33		$ 38,545.64

Project Completion

Anticipated Completion Date: April 30, 2010
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature: _____
Date: July 31, 2009

Colonia Access Program Director: _____
Date: _____

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$10,228.33	$150,867.86	79.6500%	$38,545.64

Project Completion

Anticipated Completion Date: April 30, 2010

Extensions:

Date Extension was approved in Court:

Project Engineer

Name (Print): TEDSI INFRASTRUCTURE GROUP

Signature: _____ Date: July 31, 2009

Colonia Access Program Director _____ Date _____

AI-17106 **7.N.**

Authority to advertise - Mobile X-Ray Services

CC CONSENT

Date:	09/01/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for:"Hidalgo County Sheriff's Office-Mobile X-Ray Services Bid No.": 2009-217-MEG

BACKGROUND

Current Contract expires
December 31, 2009
Proposed Schedule of Events:
1st Advertisement-September 05, 2009
2nd Advertisement-September 12, 2009
Bid Opening Date: September 23, 2009 On as "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-21-280-002-0-331

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 8-28-09 $76,934.08.

Attachments

Link: Memo, Exhibit A, Legal Notice and Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 12:51 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 11:29 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Elena Gomez Started On: 08/21/2009 04:08 PM

Final Approval Date: 08/28/2009

MEMORANDUM

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

RECEIVED
AUG 17 2009
By 1:30pm

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: **August 5, 2009**

Re: **Bid No: 2009-217-00-00-MEG Approval** of Specifications for Hidalgo County Sheriff's Office for **"MOBILE X-RAY SERVICES"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐ ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☒ ✓	

FUNDS AVAILABILITY: X YES / _____ NO/ _____ Other

(Specify) Modifications by Sylvia

BUDGET ACCOUNT #: 9-1108-423-21-280-002-0-331

Richard Ozuna 8.17.09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Monday, August 17, 2009 at 5:00p.m.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-00-00-MEG

SCOPE

Hidalgo County is seeking bids from a qualified vendor to provide **"MOBILE X-RAY SERVICES"** for Hidalgo County Sheriff's Office, on an **"As Needed Basis".** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient/patients to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If x-rays must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the x-ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) R.N. Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the
   a. Department Name: Hidalgo County Jail-Infirmary Department
      Address: P.O. Box 1228
      Edinburg, Texas 78539
   b. purchase order number,
   c. the inmate name,
   d. DOB
   e. SO #
   f. Name of test or x-ray series
   g. Date of Service
   h. Total amount due
   i. Vendor's name and mailing address and phone numbers on all invoices.

9. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

1. Chest	6. Arms	11. Ankles
2. Hands	7. Back	12. Feet
3. Wrists	8. Shoulders	13. Face
4. Fingers	9. Knees	14. Skull
5. Spinal	10. Abdomen	15. Leg

16. Set-up Fee per procedure: _____ 17.After Hours/Weekends/Holiday charges: _____

REQUIRMENTS:

1. All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health: Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2. Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3. Hidalgo County requires service and turn around on a 48-hour basis.
   - **a.** VERBAL interpretation within forty eight (48) hours, following the development of images.
   - **b.** WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

4. Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5. Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6. Vendor must have been in business for at least two years.

7. A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices...not individuals)--where like services have been performed. The bid should include, but not limited to the following:
   - a). Company
   - b). Contact Person
   - c). Phone Number
   - d). Worked Preformed
   - e). Contract Term

8. A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. 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.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. 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.

9. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10. 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 advantage to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. 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.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

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:

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, date month 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. date, month 2009.

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"MOBILE X-RAY SERVICES"
RFB NO. 2009-217-00-00-MEG

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE – MOBILE X-RAY 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-2009-217-00-00-MEG- "HIDALGO COUNTY SHERIFF'S OFFICE –MOBILE X-RAY SERVICES"** 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, MONTH, DATE, 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-2009-217-00-00-MEG -"HIDALGO COUNTY SHERIFF'S OFFICE –MOBILE X-RAY SERVICES".** 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 SHERIFF'S OFFICE –MOBILE X-RAY 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 Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- 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 SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
BID NO.: 2009-217-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-217-00-00

THIS CONTRACT is made and entered into this _____day of _____, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____. ("Company").

WHEREAS, Company responded to advertised notices for sealed bids for: **Hidalgo County Sheriff's Office - "Mobile X-Ray Services" (on an as needed basis)** (the "Services"); and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, 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 the **Hidalgo County Sheriff's Office**. 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** 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. Further Hidalgo County reserves the right to 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.

3. This Contract shall be for a period of ***one (1) year, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions.*** Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

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: _____
_____
_____
_____

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.

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-17169 **7.O.**

Fuel Card Requests

CC CONSENT

Date:	09/01/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:
a. Head Start
b. Planning
c. Elections

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

n/a

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-626

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

BUDGETARY IMPACT:

$1,527.44 available balance as of 08/27/09. rc

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-682

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

BUDGETARY IMPACT:

$3,889.02 available balance in P.O. # 616970 as of 08/27/2009.

FISCAL YEAR:

ACCT. #: HEADSTART FUNDS

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: HeadStart 09.01.09

Link: Planning 09.01.09

Link: elections

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:35 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 09:37 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Ovidio Gonzalez

Started On: 08/26/2009 02:48 PM

Final Approval Date: 08/28/2009

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: Hidalgo County Head Start Program
Billing Address: P.O. Box 0117 Edinburg, TX 78541
Fuel Card Manager: Elma Keller
This person can not have use of the fuel card
Phone Number: (956) 383-0706
County Email: epkeller@hchsp.org
Web user Name: EKeller **Password:** Program
Hidalgo Co Acct Number:
Requested By:
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only Card Number*

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number (Valero)	DBM Use Only Verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
	Lilian	Vela	4106	✓	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee ID Number (Valero)	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
	Genaro	Hernandez	4107		

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee ID Number (Valero)	DBM Use Only Verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
	Joe	Caballero	4099		

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number (Valero)	DBM Use Only Verification	Purchasing Dept Use Only Date of Signed Edel Policy & training
	Guadalupe	Herrera	4068		

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number (Valero)	D.B.M. Use Only Verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
	Javier	Lopez	41065		

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee ID Number (Valero)	DBM Use Only - Verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
	Nicandro	Perez 3/10/52	0041118		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** **[X] Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Planning Dept.
Billing Address: 1304 S. 25th St.
Fuel Card Manager: Irma Celia Castillo, Executive Assistant
This person can not have use of the fuel card
Phone Number: (956)318-2840 **County Email**: irma.castillo@hchd.org
Web user Name: icastillo **Password:** Iram114
Hidalgo Co Acct Number: 9-1100-419-10-210-001-0-
Requested By: Tomas J. Arredondo
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

RECEIVED AUG 24 2009

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: 1. 9:28M
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Ignacio Negrete, Jr.	04/29/1981	175269		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FAX

Yvonne Ramón
Elections Administrator

101 South 10th Avenue
Edinburg, Texas 78539
Telephone 956-318-2570
Fax 956-393-2081
www.hgoco.net/elections

Hidalgo County Elections Department

To: Ovidio Gonzalez **From:** Jerry

Fax: (956) 292-7612 **Pages:** 2

Phone: **Date:**

Re: **cc:**

Comments:

Thank you.

☐ Urgent ☐ For Review ☐ Please Comment ☑ Please Reply ☐ Please Recycle

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: Elections Department
Billing Address: PO Box 659 Edinburg TX 78539
Fuel Card Manager: Terry Trujillo
This person can not have use of the fuel card
Phone Number: 956-318-2570
County Email: terry.trujillo@co.hidalgo.tx.us.
Web user Name: **Password:**
Hidalgo Co Acct Number: 9- 1100-414-00-130-001-0-682
Requested By: Yvonne Ramon YVONNE RAMON
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No.	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
	2 POWER WASHER MACHINES		

AI-17167 **7.P.**

Renewal/Extension-Mobile X-Ray Services-Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center

CC CONSENT

Date:	09/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew/extend the first (1st) year of the two (2)-one (1) year option as provided in current contract #C-08-321-09-23-Mobile X-Ray Services-Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center with "South Texas Mobile X-Rays", pursuant to the same rates, terms and conditions with effective dates: 9-23-09 through 9-22-10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Services are on An As Needed Basis. Available balance as of 8/28/09 is $46,067.55.

Attachments

Link: Extension Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:21 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:39 PM	APRV
3	Perla Lopez	Perla Lopez	08/28/2009 09:54 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Vangie Garcia — Started On: 08/26/2009 02:38 PM

Final Approval Date: 08/28/2009

PURCHASING DEPARTMENT
County Of Hidalgo

August 26, 2009

Mr. Daniel Longoria, Owner
South Texas Mobile X-Rays
823 North Quail Hollow
Weslaco, Texas 78570

Via Facsimile: (956) 447-9733

Re: Extension of Contract No. C-08-321-09-23-Mobile X-Ray Services "Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center"

Dear Mr. Longoria:

Commissioners' Court will take applicable action (Tuesday, September 1, 2009) in connection with the option to renew/extend the first (1st year) of the two (2)-one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is September 23, 2009 with termination date of September 22, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 28 2009, 10:00 a.m., or sooner, via *facsimile to (956) 956-318-2629* or *email to: evangelina.garcia@co.hidalgo.tx.us*

By: _____ Date: 8-26-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

xc: file

REQUIREMENTS AGREEMENT
C-08-321-09-23

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 23, 2008** by and between **Daniel Longoria & Cosme Zepeda, d/b/a South Texas Mobile X-Rays,** ("Seller") and **Judge Mario E. Ramirez Jr. Juvenile Justice Center** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of - **Judge Mario E. Ramirez Jr. Juvenile Justice Center - "Mobile X-Ray Services"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") **"On An As Needed Basis"** for a period commencing **September 23, 2008** to **September 22, 2009** with **Judge Mario E. Ramirez Jr. Juvenile Justice Center**'s option to renew for an additional **two (2) one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mobile X-Ray Services"** in the areas of **Judge Mario E. Ramirez Jr. Juvenile Justice Center** projects **"On An As Needed Basis"** for a period commencing **September 23, 2008** to **September 22, 2009** with the County's option to renew for an additional **two (2)-one (1) year** terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Seller: **South Texas Mobile X-Rays**
Attn: Daniel Longoria
823 North Quail Hollow
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will

execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in

connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ **DATE:** 10-1-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ **DATE:** 10-1-08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ **DATE:** 10/3/2008

EXHIBIT "A"
SPECIFICATIONS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"MOBILE X-RAY SERVICES"

PROJECT OVERVIEW- SCOPE OF SERVICES- SPECIFICATIONS

Scope of services for **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER** in detail on an "As Needed Basis" for Juveniles X-Rays render, provide and complete in order to comply with all aspects of "Mobile X-Ray Services" project.

SPECIFICATIONS

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County/Judge Mario E. Ramirez Jr. Juvenile Justice Center.

2. Hidalgo County has the option to use state contracts when it is in the County's best interest to do so.

3. Time is of the essence, the participant must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

4. Due to security concern associated with a correctional facility, background checks on employees of vendors who enter secure areas of the detention facility may be required. We require service and turn around on a 24-hour basis.

5. A list of a minimum of three (3) current references must be submitted with your bid for information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Worked Preformed
   E). Contract Term

6. All services will be done on an "**As Needed Basis**".

7. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services needed, but not limited to:

1.	Chest	4.	Fingers	7.	Shoulders
2.	Hands	5.	Arms	8.	Knees
3.	Wrists	6.	Back	9.	Ankles
10.	Feet				

8. Contract term is for the period of one (1) year with the County's sole discretion to extend for two (2) additional one-year terms under the same rates, terms and conditions.

9. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

10. The contracted vendor awarded the contract must furnish proof of possessing any/all necessary and applicable licenses, certificates, and permits and as stated in Specification and also provide evidence of the required insurance as outlines in Exhibit "C". When applicable, a properly signed/executed "Certification regarding Debarment, Suspension and other Responsible Matters" outlined herein as "Exhibit D" will also be submitted with the bid, Copies of all applicable licenses, certificates, and permits along with Exhibit C insurance coverage's and Exhibit "D" debarment certification form must be submitted with this packet to the Hidalgo County Purchasing Department prior to the start of the "Mobile X-ray" project.

11. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.

12. ***BID SUBMITTAL: All forms and bid page must be complete, incomplete forms, bid page may be considered for probable cause for disqualification.***

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, offers or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent at physical address of: 2802 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **Wednesday, August 27, 2008** at **5:00 P.M.** Responses to said inquiries will be sent to all applications Via facsimile by no later than, **Friday, August 29, 2008** at **5:00 P.M.**

EXHIBIT "B"
VENDOR'S BID PRICE

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
MOBILE X-RAY SERVICES
RFB NO: 2008-321-09-03

ITEM DESCRIPTION	SOUTH TEXAS MOBILE X-RAYS	MOBILE IMAGING X-RAY	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS
X-RAY	**$50.00**	$95.00 **(Includes transportation fee. Plus, the first x-ray will be done at this price. If on the same trip to the facility any additional x-rays are ordered Mobile Imaging will honor a discount of 12% per inmate)**	$60.00
X-RAY DEVELOPMENT	**-0-**	-0-	$5.00
X-RAY READING AND REPORT TO FACILITY	**$25.00**	$40.00	$15.00

Mr. Silva,

Please review the above grid with the information. Let me know what you recommend, so that I can place an agenda item for Tuesday's Court date of September 23, 2008. Thank you.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER

BID OPENING DATE: SEPTEMBER 03, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "MOBILE X-RAY SERVICES"	
BID NO: 2008-321-09-03-VYG	**BUYER II: VANGIE Y. GARCIA**

BID # RFB#	NAME OF COMPANY	X-RAY	X-RAY DEVELOPMENT	X-RAY READING & REPORT TO FACILITY
#1	SOUTH TEXAS MOBILE X-RAYS WESLACO, TEXAS	$50.00	-0-	$25.00
#2	MOBILE IMAGING X-RAY	$95.00 Price is for the first x-ray, if on same trip, additional x-rays are ordered, there is a 12% discount per inmate.	-0-	$40.00
#3	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS	$60.00	$5.00	$15.00
#4				
#5				
#6				
#7				
#8				
#9				
#10				

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
"MOBILE X-RAY SERVICES"
RFB NO: 2008-321-09-03-VYG

BID PAGE

The "Bid Page" includes adherence and compliance to all of the specifications for Judge Mario E. Ramirez, Jr.-Juvenile Justice Center. Judge Mario E. Ramirez, Jr.-Juvenile Justice Center is seeking X-ray and related services on an "**As Needed Basis**" only. X-Ray services will be requested as individual items.

X-RAY: $ 50.00

X-RAY DEVELOPMENT: $ 00.00

X-RAY READING AND REPORT TO FACILITY: $ 25.00

All backup documentation required to comply with the bid as stated herein will be attached to this offer page.

VENDOR / COMPANY NAME: SOUTH TEXAS MOBILE X-RAYS

ADDRESS: 823 NORTH QUAIL HOLLOW

CITY/STATE/ZIP CODE: WESLACO, TEXAS 78570

PHONE NUMBER: (956)447-9729

FAX NUMBER: (956)447-9733

AUTHORIZED SIGNATURE: Daniel Longoria

PRINTED NAME: DANIEL LONGORIA

TITLE: OWNER

DATE: 08-20-2008

SEP 03 2008

By

EXHIBIT "C"
INSURANCE REQUIREMENTS

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
Jaime D. Gonzales
1025 N Texas Blvd. ste. 21-J
Weslaco, Texas 78596

Issue Date (MM/DD/YY) 11/29/09

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 shown below.

St. 19 Dist. 40 Agent 31P

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Insured Name & Address
Daniel Longoria & Cosme Zepeda
D.B.A. South Texas Mobile X-Rays
415 International Blvd. Ste. F
Weslaco, Texas 78596

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
	X General Liability	604073619	11/29/08	11/29/09	General Aggregate	$ 1,000,000.00
	Commercial General Liability				Products-Comp/OPS Aggregate	$
	- Occurrence Version				Personal & Advertising Injury	$
	Contractual - Incidental Only				Each Occurrence	$
	Owners & Contractors Prot.				Fire Damage (Any one fire)	$
					Medical Expense (Any one person)	$
	X Automobile Liability	604073619	11/29/08	11/29/09	Combined Single Limit	$ 500,000.00
	All Owned Commercial Autos				Bodily Injury (Per person)	$
	Scheduled Autos				Bodily Injury (Per accident)	$
	Hired Autos				Property Damage	$
	Non-Owned Autos				Garage Aggregate	$
	Garage Liability					
	X Umbrella Liability	604073619	11/29/08	11/29/09	Limit	$ 1,000,000.00
	Workers' Compensation and Employers' Liability				Statutory	
					Each Accident	$
					Disease - Each Employee	$
					Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special Items:

Certificate Holder

Name & Address
Hidalgo Co. Juvenile Detention Center
100 E. Cano
Edinburg, Tx. 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

56-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H-01

AI-17163 **7.Q.**

Recertification

CC CONSENT

Date:	09/01/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to submit application of re-certification to The Universal Public Purchasing Certification Council (UPPCC) for Darlene Betancourt, CPPB Procurement Process and Data Manager in the amount of $ 200.00 Req # 160916.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-18-160-001-0-810

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

BUDGETARY IMPACT:

Requisition # 00160916 has $200.00 which is the cost for renewal of certification from UPPCC.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/27/2009 01:17 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:38 PM	APRV
3	Erika Zamora	Erika Zamora	08/28/2009 11:56 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Nielda Cavazos Started On: 08/26/2009 02:04 PM

Final Approval Date: 08/28/2009

AI-17157 **7.R.**

Renewal/Extension-C-06-418-10-24-Comdata Corporation/TransMontaigne, Inc (Fuel Cards)."

CC CONSENT

Date:	09/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to continue to utilize the "Texas Procurement and Support Services (TPASS)" ***extended contract*** for "Retail Fuel Card" for emergency situations or travel outside the County by Hidalgo County through "Comdata Corporation/TransMontaigne, Inc.-Contract #050720-CCG-FC-Retail Fuel Card and Related Services" with new effective date: September 1, 2009 - August 31, 2010.

BACKGROUND

Please see attached letter for said extension by Dustin Lanier, Director of "Council On Competitive Government".

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Various accounts. For departments who have funding available for fuel only.

For funding source, see attached expenditure report as of 08/27/09 for object code 626 (Gasoline/ Diesel).

Attachments

Link: Letter Of Extension

Link: Comdata Contract Documentation

Link: EXP- object code 626

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:06 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:35 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2009 04:56 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Vangie Garcia

Started On: 08/26/2009 10:47 AM

Final Approval Date: 08/28/2009



Council on Competitive Government

August 13, 2009

Council Members:

Hon. Rick Perry
Governor

Hon. David Dewhurst
Lieutenant Governor

Hon. Susan Combs
Comptroller

Hon. Jerry Patterson
Land Commissioner

Hon. Joe Straus
Speaker of the House

Ronald Congleton
Texas Workforce Commissioner

Edward Johnson
Texas Facilities Commission



Mr. Trent O'Connell
Director, Public Sector
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027

Mr. Rodney Hilt
Executive Vice President - Marketing
TransMontaigne, Inc.
1670 Broadway, Suite 3100
Denver, CO 80217-5660

RE: Notice of Renewal of Contract # 050720-CCG-FC (Retail Fuel Card and Related Services)

Dear Mr. O'Connell and Mr. Hilt:

The intent of this letter is to inform Comdata Corporation and Transmontaigne Product Services, Inc., that the Council will hereby renew its current contract for retail fuel card and related services according to the terms set forth in Section VI of said contract (# 050720-CCG-FC). Based on the language within Section VI, the contract is renewed for a period of one year, from September 1, 2009 until August 31, 2010. All the terms and conditions of the current contract shall apply during the renewal period, therefore Comdata and Transmontaigne must continue to perform all services under the contract as they have unless and until any amendments to performance obligations are mutually agreed upon by the parties. This represents the first of two extensions allowed under the contract. Please contact Russell Tomlinson, Performance Analyst, if you require further explanation or have any questions. Mr. Tomlinson can be reached at (512) 936-2127 or at Russell.Tomlinson@ccg.state.tx.us.

Respectfully,

Dustin Lanier
Director

LBJ State Office Building
111 E. 17th Street
Austin, Texas 78711-1440

Phone: 512-463-3855
Fax: 512-475-4405
Toll Free: 1-800-531-5441
Ext: 3-7120

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

Dustin Lanier
Director
State Council on Competitive Government
Phone: 512-463-7120
Fax: 512-475-4405
E-Mails: dustin.lanier@tbpc.state.tx.us

Evangelina Garcia

From: Jennifer Uy [Jennifer.Uy@cpa.state.tx.us]
Sent: Tuesday, August 25, 2009 11:47 AM
To: Evangelina Garcia
Subject: RE: Comdata Corp. / TransMontaigne Inc.

Vangie –

Here is the link to the CCG website with a copy of the Extension Letter:
http://www.ccg.state.tx.us/documents/RetailFuelCardExtensionLetterSigned_2009_08.pdf

Hope you're having a wonderful week so far!

Regards,

Jennifer **V. Uy**, BComm

State Travel Management Program (STMP), Charge Card & Fuel Card Programs
Texas Procurement and Support Services Division (TPASS)
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1711 San Jacinto Boulevard
P.O. Box 13186
Austin, TX 78711-3186
Phone: (512) 463-3435
Fax: (512) 475-0920
Email: jennifer.uy@cpa.state.tx.us
IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or other applicable state and federal laws. If you have received this message in error, please notify the sender immediately, and delete this e-mail from your system.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, August 25, 2009 10:15 AM
To: Jennifer Uy
Cc: 'Darlene Betancourt'
Subject: RE: Comdata Corp. / TransMontaigne Inc.
Importance: High

Jennifer,
One more question, was an amendment or addendum done for the extension, if so, can you please forward that information to me so that I can use it as my backup for an agenda item for our Commissioners Court to approve to utilize Comdata's extended year. I would really appreciate this very much. Thank you so much for your quick response.

From: Jennifer Uy [mailto:Jennifer.Uy@cpa.state.tx.us]
Sent: Tuesday, August 25, 2009 9:04 AM
To: Evangelina Garcia
Cc: Darlene Betancourt
Subject: RE: Comdata Corp. / TransMontaigne Inc.

Good morning Ladies –

The contract has been extended for another year.

Hope you're having a wonderful week so far!

Regards,

Jennifer **V. Uy**, BComm

State Travel Management Program (STMP), Charge Card & Fuel Card Programs
Texas Procurement and Support Services Division (TPASS)
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1711 San Jacinto Boulevard
P.O. Box 13186
Austin, TX 78711-3186
Phone: (512) 463-3435
Fax: (512) 475-0920
Email: jennifer.uy@cpa.state.tx.us
IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or other applicable state and federal laws. If you have received this message in error, please notify the sender immediately, and delete this e-mail from your system

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, August 25, 2009 9:02 AM
To: Jennifer Uy
Cc: 'Darlene Betancourt'
Subject: Comdata Corp. / TransMontaigne Inc.
Importance: High

Good Morning Jennifer;
Do you know if the above-referenced contract was extended for another year yet? Current one is still reflecting that it will expire on 08/31/09. Hidalgo County is currently utilizing this contract and we need to be sure of the extension. I appreciate it if you can verify and get back to me on this as soon as possible.

Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us

RETAIL FUEL CARD AND RELATED SERVICES CONTRACT
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT
BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.

Contract No. 050720-CCG-FC

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), by and for the Texas Building and Procurement Commission ("TBPC"), and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractors"), located at 5301 Maryland Way, Brentwood, TN 37027 and 1670 Broadway, Suite 3100, Denver, CO 80202.

I. Recitals

Whereas, on July 20, 2005, CCG issued a Request for Proposals from qualified, independent firms to provide retail fuel cards and related services ("Services") to Participating State Agencies ("PSAs") and on August 12, 2005 issued its official response to questions (collectively "RFP"); and

Whereas, TBPC Office of Vehicle Fleet Management (OVFM) will serve as the Contract Administrator under this Contract on behalf of the State of Texas; and

Whereas, the Contractor submitted a proposal dated August 24, 2005, in response to CCG's RFP ("Proposal"); and

Whereas, the Contractor was selected to perform retail fuel card and related services.

The parties hereby agree as follows:

II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

III. Services, Standards of Performance and Contract Administration

The Contractor shall provide Services and deliverables described in and in the manner required by all of the following documents to PSAs on an as needed basis:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing Services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide Services to the PSAs in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. TBPC's Contract Administrator shall review the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Personnel

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and OVFM prior written notice of any proposed change in key personnel involved in providing services under this Contract.

V. Payments

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to each PSA for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

VI. Term and Termination

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon August 31, 2009, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. The CCG shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional one (1) year periods, one (1) year at a time. In addition, the CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

VII. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate

with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

VIII. Insurance and Other Security

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current evidence of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: $1,000,000 minimum each occurrence; $2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that it will provide the State of Texas with at least 30 days written notification prior to cancellation of any of these insurance policies. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with evidence of coverage upon request. Contractor acknowledges and agrees that the State of Texas shall be able to collect under these insurance policies any amounts from applicable claims due to the State of Texas pursuant to this Agreement.

IX. INDEMNIFICATION

CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY

SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

X. Dispute Resolution

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

XI. Representations, Warranties, and General Provisions

11.1. Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2. Eligibility

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

11.3. Liability for Taxes

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

11.4. HUBs

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2261.

11.5. Amendments

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

11.6. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7. Strict Compliance

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8. Assignments

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

11.10. Federal, State, and Local Requirements

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. CCG and the Comptroller shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

11.11. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12. Applicable Law and Conforming Amendments

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

11.13. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

11.14. No Liability Upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

11.15. Independent Contractor

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

11.16. Limitation on Authority; No Other Obligations

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

11.17. Patent, Trademark, Copyright and Other Infringement Claims

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.18. Supporting Documents, Retention; Right to Audit; Independent Audits

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm

of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.19. Deceptive Trade Practices ; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.20. Equal Opportunity

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

11.21. Antitrust

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

11.22. No Conflicts

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

11.23. Financial Interests; Gifts

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.24. Buy Texas, Product Preference

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor

represents and represents that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

11.25. Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

11.26. Notices

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.27. False Statements; Breach of Representations

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

11.28. Force Majeure

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

11.29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

11.30. Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation,

methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG. CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

11.31. Default

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to reprocurement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

State Council on Competitive Government

By: Executed 2/26/2006

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

Approved as to Form:

Executed 2/26/2006

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: Executed 2/26/2006

Randy Morgan, Senior Vice President & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: Executed 2/26/2006

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT A OF CONTRACT NO. 050720-CCG-FC

Statement of Work

TEXAS STATEMENT OF WORK

Pursuant to Section B.2 of RFP 050720-CCG-FC, Comdata/TransMontaigne will provide retail fuel cards and related services to public service agencies (PSAs), higher education units, and political subdivisions of the State of Texas. Services include, but are not limited to, issuance of the Comdata MasterCard for the purchase of tax-exempt fuel and related automotive goods and services, purchasing controls, exception monitoring, reporting options, federal fuel tax net-out or rebate, fuel discounts and any other requirement as stated in the aforementioned RFP and the Comdata/TransMontaigne response.

As stated in Section B.4 of the response, the Comdata MasterCard is accepted at any fuel and related automotive goods and services merchant that accepts MasterCard The card is widely accepted in Texas, in all 50 states and in Mexico and Canada, at any fuel related automotive goods and services merchant that accepts MasterCard.

Texas PSAs will have the option of ordering cards that may be issued to specific vehicles or drivers, or to a combination of both vehicles and drivers, at the discretion of the agency. PSAs will be able to select from a variety of purchasing limits and controls that may be applied at card level, account level or at the department level. For initial card distribution, a PSA will provide the required embossing, controls, limits and hierarchy information to Comdata. Initial card issuance will take approximately 5 days from receipt of order. Cards ordered after initial distribution will be issued on the second day via FedEx.

To provide for control and security, Texas PSAs may select PIN numbers, of varying length from one- to six-digits, that will be assigned to drivers or groups of drivers, as indicated. Comdata will provide for immediate PIN number issuance, via Customer Service or Comdata's online account management product. Texas agencies will have access to iconnectdata.com for account maintenance and to retrieve reports. The agencies may also call customer service 24/7, 365 days a year.

For contract implementation, as noted in the response to Section B.8.1, Comdata will assign a project manager that will be involved on a daily basis from contract execution through the first billing of the State account, inclusively. Comdata will assign a Customer Relationship Representative to the State of Texas PSAs so that all accounts may contact one individual for all related issues. Comdata will conduct an Account Review quarterly with the State to review potential areas of savings to the State and to express any concerns. Subject to Texas Government Code §2162.102 (d), which allows local government entities to voluntarily participate in Council contracts, Comdata will assign a National Account Manager to market to political subdivisions and downstream local governments and municipalities that qualify to for this contract, on agreement with the State.

Fuel transactions for the State of Texas PSAs will be invoiced based on the closing OPIS net average price plus an adder, as indicated in Appendix J of the response. Transactions occurring on Saturday and Sunday will be based on closing Monday OPIS net average price plus the corresponding adder. The PSAs will receive a 2.5 cent per gallon discount/rebate at approximately 3,000 retail locations, as noted in Appendix J and Exhibit E, and a 2 cent per gallon discount at the truck stop locations also indicated in Appendix J and Exhibit E.

Pursuant to Item 2 of the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005, an incentive rebate of 100 basis points shall apply to all fuel and related automotive goods and services purchases on the Comdata MasterCard.

The State is entitled to a MasterCard signing bonus, as specified in Exhibit E. The State will also receive an implementation cost sharing stipend of $2.50 per card for cards that have transaction activity within the timeframe specified in Appendix J of the response.

TransMontaigne will invoice each State of Texas PSA account on a monthly basis, and PSAs shall remit payment to TransMontaigne. There are no costs or fees to the State of Texas for the Comdata/TMG program, other than the adders stated in the response and included with the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT B OF CONTRACT NO. 050720-CCG-FC
Final Timeline and Deliverables

*Final transition plan to be delivered upon execution of the contract.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT C OF CONTRACT NO. 050720-CCG-FC
RFP

The attached true and correct copy of CCG's Request for Proposal is incorporated into Contract No. 050720-CCG-FC.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT D OF CONTRACT NO. 050720-CCG-FC
AUTHORIZED KEY PERSONNEL

This Exhibit D is incorporated into this Contract.

Authorized Key Personnel:

Name	Role	Phone	Email
Brian Truman	Director of Government Accounts	(801) 951-7044	btruman@comdata.com
Rebecca Appleton	Implementation Director	(615)-370-7606	rappleton@comdata.com
Kevin Hill	Implementation Project Manager	(615) 370-7487	khill@comdata.com
Ricky Johnston	Account Coordinator	(615) 370-7746	rjohnston@comdata.com
Tracy Sims	Customer Relations Rep.	(615) 370-7250	tsims@comdata.com
Tom Gustin	National Government Account Manager/Downstream Markets	(406) 431-5127	tgustin@comdata.com
Rob Ryan	TransMontaigne - Director of Energy Services	(303) 860-5324	RRyan@transmontaigne.com
Ryan Brook	TransMontaigne - Mgr of Energy Services	(303) 860-5304	RBrook@transmontaigne.com
Diane Casper	TransMontaigne Project Mgr	(303) 860-5375	DCasper@transmontaigne.com

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT E OF CONTRACT NO. 050720-CCG-FC
Contractor's Proposal and the Contractor's Best and Final Offer

The attached true and correct copy of the Contractor's Proposal and the Contractor's Best and Final Offer is incorporated into Contract No.

Transmittal letter

Jim Scogin, Director
State Council on Competitive Government
1711 San Jacinto Blvd
Austin, TX 78701

Mr. Scogin:
On behalf of Comdata and TransMontaigne, we appreciate the opportunity to respond to the State of Texas Best and Final Offer for Retail Fuel Cards and Related Services, RFP No. 050720-CCG-FC. *We have included details on additional services, increased our incentive rebate and illustrated how our pricing model is favorable compared to retail pricing. Also, we have demonstrated how we can accelerate timelines and included added benefits to the State.*

Comdata is a leading provider of fuel card services and transaction processing. TransMontaigne is a licensed provider of gasoline and diesel with the ***legal*** ability to supply and distribute refined petroleum products on a nationwide basis (ultimate vendor status). With our strategic partnering and our seamless interface, we can provide services that are unmatched in the industry. As per the IRS ruling specific to Comdata/TransMontaigne, most important to the State of Texas is the fact that we can offer tax exemption for all gas, **diesel** and alternative fuel at the transaction level.

All fuel and maintenance work can be provided for the State at any location that accepts MasterCard, which will enable the State to continue to receive the necessary Level III data. In addition the Comdata card offers acceptance at fueling locations in **Mexico**, as well as **Aviation, Mobile** and **Marina** locations in the United States. The card can be used at **State owned** locations as well. Due to this universal acceptance the State of Texas would not need a separate card for each one of those functions or dual programs.

In closing, the Comdata MasterCard program offers the State of Texas several benefits unparalleled in this industry today: **Acceptability, Tax Exemption, National Discounts** and acceptance in **Mexico**. Our team will provide data integration with the current State of Texas fleet management system, and brings a "will-do", "can-do" attitude to provide the State of Texas a truly unique one-card solution and partnership for years to come.

Sincerely,

Brian Truman
Manager, Government Accounts
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027
btruman@comdata.com
Phone: (801) 951-7044
FAX: (801) 951-7049

Rick Eaton
Senior VP
TransMontaigne Product Services, Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
reaton@transmontaigne.com
Phone: (303) 860-5301
FAX: (770) 650-3383

* (The Contractor's proposal is located in its original binder on file with the CCG staff)

Comdata Best and Final Offer #1

Additional services

COMDATA RESPONSE

Bulk Fuel - Comdata/TransMontaigne will work with the State of Texas to develop a bulk fuel solution customized to the individual State locations. We offer this additional service for many of our current customers. In order for Comdata/TMG to offer advantageous pricing more information on each facility would be required, such as, number of sites, physical locations, tank sizes, products dispensed, estimated volumes, etc. We would recommend that the State consider combining the gallons from all locations as a single purchase rather than fragmenting individual sites, therefore receiving the best price possible.

There are various methods by which Comdata can process bulk fuel transactions. Please consider the following:

1. Bulk fueling invoices per shipment can be processed through the Comdata MasterCard. Individual transaction detail for each load is accounted for in a separate process, but the bulk fuel expense is captured and consolidated within the fleet.

2. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.

3. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.

4. The Comdata Team works to create a complete supply chain management solution for bulk fuel implementations, and becomes the fuel supplier and inventory management experts for the fuel supply. The ComSite units or existing readers track outbound fuel expense. With this program, the bulk sites can be setup to mimic retail locations owned and operated by State of Texas, without the responsibility. In addition, the Comdata Team can work with State of Texas to incorporate the Comsite or interface with existing reader's installation expense into the cost of fuel, so the one-time capital expenditures are actually amortized over a period of "X" years.

NOTE: All fueling transactions (retail, mobile fuel, bulk, etc.) processed through Comdata funnel through to the same invoice and transaction data stream. Therefore, fuel spent through all methods for a particular vehicle or fleet of vehicles can be consolidated for fleet and expense management purposes.

Mobile fuel - Comdata currently has strategic partnerships in place and integrates with nearly **75** mobile fuel vendors throughout the United States, several being in Texas and adds vendor relationships regularly.

ComSite Equipment- The Comdata card can interface with all existing card reader manufacturers today but also carriers a line of low cost-high performance brand of card readers. This is a benefit to the State for two reasons: 1. Since we are selling our own equipment the State will find the pricing very attractive compared to others. 2. The State wouldn't need to deal with a separate company or third party for equipment. Comdata installs its own card readers and there would be no need for coordination with a third party. This benefits the

State in several ways. 1. Other fleet card vendors would recommend companies to the State and then the State would need to work with the vendor they choose. With Comdata, the State would avoid those situations and worries. 2. Other card reader companies accept the Comdata card; therefore, if the State already had a card reader vendor chosen, then Comdata would coordinate with that company. Once chosen as the vendor, Comdata would work with the State on a conversion plan and timeframe that would allow a smooth transition for the State fleets.

Less Interchange Rate - We offer a greater economic benefit to the State through an interchange rate that is half of that of the competitors. This is better for merchant relations for the State and allows for the State's volume to leverage strategic supplier discounts.

Comdata/TransMontaigne Emergency Fuel Management - Several states and many private sector companies have made Comdata/TransMontaigne a part of their emergency management plans. This allows and makes available fuel to all effected parts of the state and ensures that the state and other political subdivisions will receive fuel for the first responders and other agencies who are involved in any natural disaster. This is possible because of the availability to fuel at fuel terminals, pipelines and trucking carrier assets.

Downstream Marketing/Program Expansion - Comdata has hired Tom Gustin, a State fleet card manager with 29 years of government experience, the past 12 years of which have been spent marketing a state fleet card to political subdivisions of the State of Montana, adding 340 tax exempt fleet accounts to Montana's intergovernmental fleet fueling program. He also administered the State's purchasing card and travel programs.

Comdata will dedicate this resource to actively market Texas's program to eligible agencies by working initially on a consultative basis with State of Texas staff to identify key prospective agencies. Comdata will then proactively meet one-on-one with Texas agencies and establish contact with eligible agencies via conferences hosted by such organizations as the Texas League of Cities, the Texas Association of Counties, Texas School Boards Association, Texas Sheriffs Association and Texas Association of Public Purchasing Officers.

Tom Gustin, National Account Manager, will be responsible for signing up additional State fleets and eligible tax exempt entities, including local governments and municipalities. Tom was also the chief procurement officer for fuel, energy, fleet and purchasing cards for the State of Montana and knows the government language very well. He was responsible for training all other purchasing officers on writing and evaluating RFPs for the state.

MasterCard Enhanced Merchant Data Reporting (EMR)
The State will have the ability to track purchases from socio-economic categories and other demographic profiles of the organization's merchant base with MasterCard EMR. The web-based application provides comprehensive purchasing card transaction data with regular updates that enable organizations to view and download critical data in customized formats, including:

A comprehensive merchant category profile with information on 1099 status, business owner (e.g. minority-owned, woman-owned, or disabled-owner) and whether a company is a small business, disadvantaged, or has a specific certification

Other critical data like total spend, average ticket size, industry sector spending, man-dated supplier spend and large ticket spend that can help an organization manage its purchasing operations

Reports are available as PDF files, or in files that can easily imported into a database.

EMR is refreshed on a monthly basis and merchant and transaction data are retained for a rolling 16-month period; completed reports and files are maintained on the site for 3 months. To ensure accuracy of merchant socio-economic data, EMR uses validated data on over 14 million merchants supplied by.

MasterCard has ongoing activities in place to ensure tax identification data is verified, accurate, consistent and delivered in a timely manner. MasterCard works with Acquirers to review validate and correct this information

on a quarterly basis.

MasterCard has applied to become a QPCA designated payment card organization to better serve its customers in soliciting accurate merchant data. As a QPCA, MasterCard will have the authority to act on behalf of cardholders and merchants, will undertake TIN solicitation activities, participate in the IRS TIN Matching Program and provide IRS validated merchant data wherever possible. (Please see the attached document for details on EMR and sample screen shots)

OPIS Pricing Online Tracking - Comdata's Smart Buy Fuel System gives you greater control of your fuel cost by helping you make better fuel buying decisions. With this system, you can find the best-priced stations, negotiate discounts and benchmark fuel purchases for your fleet.
The Smart Buy Fuel System displays OPIS pricing for regular unleaded gasoline and diesel, by retail station for the entire United States. Using several search options, you can obtain a list of stations by state and city or for a specific zip code, within a three, five or 10-mile radius. Your search results will show all the locations on a map and a list of locations in order by price. You can also obtain rack-to-retail margins for each location giving you key information to negotiate discounts with chains and individual stations.

Real Time authorization— State of Texas employees can view all authorized transactions in a "real-time" environment. This functionality is available online to external customers. With the online enhancement, the State will be able to view transaction authorizations, declines and settlements as they occur in the field. Various queries/reports can be generated from the data provided. If the State is concerned about an employee, the manager can watch from his computer every step of the transaction in real time by that individual.

Truck Stop and Card Lock Locations - Comdata has numerous discount programs which are offered to the State of Texas, including locations such as:

1. Pac-Pride at cost + 3
2. Pilot Oil at two cents off retail or cost +4
3. Petro Shopping Centers at three cents off retail
4. Truck Stops of America at two cents off or cost + 5
5. Ambest locations at two cents a gallon off retail
6. Speedway locations with a discount starting at one cent a gallon with opportunity to grow
7. Action Express Marts at five cents off retail
8. Quick-Fuel at cost + 6
9. Dion Oil at cost + 7
10. Jump Oil at a discount up to .015 off retail
11. Lassus Brothers Oil at three cents off

CFN Network – Comdata/MasterCard acceptance within this network is by the individual site.

Comdata has historically played a major role and will continue to play a major role in working with our clients--both fleets and merchants--to collaborate for the benefit of all. Not only does Comdata work with fleets to negotiate discounts from retailers, but Comdata also assists with negotiations for card-lock activity, bulk (terminal) fuel, on-site (mobile fuel), and truck stop activity. Comdata is truly an "out-of-the-box" provider for helping fleets to obtain and manage these types of discount relationships. Comdata manages these discount relationships in multiple ways. Comdata provides real-time transaction re-pricing activity to a manual invoice to the merchant, while managing the program and funds for both our fleets and merchants. Comdata will also try to take full advantage of our aggregated volume for the benefit of all fleet accounts. Of course, this is not always possible, but Comdata will provide a solution for individual fleets and merchants.

Purchasing Card - The State of Texas could also use the card as a purchasing card and or fuel card if they chose to do so. This function could be turned on for just agency directors or others at the will of the program manger.

Payroll Card - The card could be used as a payroll card along with a fuel card for those employees that are un-banked or for temporary employees. The card could be used just for payroll for the above as well.

Travel & Expenses - The State of Texas could use the card as a Travel and Expense card along with using it as a fuel card and maintaining all the controls and functionality that the State needs for a successfully managed fuel program.

Accelerated timelines (Tab E Project Narrative and the Proposed Work Plan and Transition Plan

Comdata Response

Comdata can accelerate any and all timelines based on the State's desire to implement more expediently. With over 500 employees in our customer service area we can implement as quickly as desired by the State. Timelines provided in the original response were for example only. Once we have the dates from the State of when they would like to be implemented then we can back those numbers into the plan.

Timelines may be geared to the specific needs of the State, we offer tremendous flexibility in rollout and implementation and will commence immediately, identifying and taking action on the critical, time-sensitive elements. We will assign additional resources not accounted for in the original proposal.

Comdata will work within the State of Texas timeframe and can provide the State of Texas cards based on the states timeframe whether that is in 5 days or 30 days. Comdata can provide all the cards to the state within 5 business days from the time we receive the driver and vehicle information. Comdata has over 1,600 employees and 500 of them work in our service department that we can tap resources for to get the state cards, train state employees on iconnectdata.com and etc.

Our combined approach involves the creation of implementation SWAT teams, systematically divided based upon customer structure (i.e. geography, division, department, region, etc.) and led by a project manager(s). Team members are tasked with customer setup, card distribution and employee training.

The below is a sample implementation plan based on 30 days but could be adjusted to completion within 5 days if the State chooses.

ID	Task_Name	Duration	Estimated Start_Date
1	**Implementation Planning/Customer Assessment**	4 days	11/01/05 0:00
2	**Determine Account Structure(s)**	3 days	11/04/05 0:00
3	**Determine Card Structure**	3 days	11/04/05 0:00
4	**Reporting**	5 days	11/04/05 0:00
5	**Marketing, Training and Rollout Strategy**	7 days	11/10/05 0:00
6	**Comdata Internal Account Setup**	3 days	11/04/05 0:00
7	**Invoicing and Payment**	4 days	11/10/05 0:00
8	**Reports**	6 days	11/07/05 0:00
9	**Rollout/Implementation of Card order process**	5 days	11/02/05 0:00
10	**IConnectData (ICD) Setup**	7 days	11/24/05 0:00
11	**Card Ordering Process/Distribution**	6 days	11/15/05 0:00
12	**Daily Support and Maintenance**	4 days	11/27/05 0:00
	Total days	30 days	

Increased discounts (Tab M, Appendix J, Cost proposal J-3B)

Comdata Response

Comdata is pleased to increase its incentive rebate from 40 basis points to **70** basis points. Based on an estimated annual spending volume of $22 million, this would amount to a rebate of **$154,000** which represents

an increase of **$11,000** over our original response. This is an estimate of fuel spend and does not include any maintenance spend which is eligible for a rebate.

Lower Costs (Tab M, Appendix J, Cost Proposal J-5)

Comdata Response

Please note that the proposed pricing is highly advantageous to the State, especially in comparison to retail pricing. On the written response to questions submitted before our oral presentation, dated September 9, 2005, wherein we provided a price for Sept 9th, as requested, at a specific Shell oil location in Austin which showed the State would have been paying **18 cents below** than retail on gasoline and **12 cents** on diesel.

Then, on the follow-up questions dated October 7, 2005, the State requested pricing at 33 stations in 11 different cities based on a date from July, 2005. The pricing from our response demonstrates that the State would have again been paying **below retail** at all locations, anywhere from **.002 to .06** cents a gallon. This pricing illustrates that Comdata proposes to maximize the value of State's fuel dollar, in comparison to retail.

Besides the favorable pricing offered, the State would also receive an additional **2.5 cents** off at the more than 3,381 discount locations in Texas.

All other pricing, discounts and incentives will remain as stated.

Distinguishing Benefits for the State of Texas

Some other advantages that would directly benefit the State of Texas include these following areas:

CARD ACCEPTANCE

1. Better rural coverage and merchant relations because:
    a. Merchant fees are about half of the competitor's proprietary card
    b. Most widely accepted business-to-business card worldwide
    c. Merchant receives full settlement for the transaction as Comdata applies for the taxes instead of the station or wholesaler
2. Card is universally accepted for all fuel products, enhancing the State's ability to purchase alternative fuels, such as E85 and Bio-diesel
3. Card is widely accepted at Marina and Aviation locations thus no need for dual cards.
4. Card is accepted in Mexico and Canada, thus precluding the need for dual cards or programs
5. The State of Texas can use the same card for Retail fuel as well as Bulk, On-site and Mobile fueling and receive one invoice.

MAINTENANCE PURCHASES

1. Card is widely accepted at maintenance and non-fuel locations and may be used for all fleet related purchases such as car washes, oil changes, tires, auto parts and service merchants, etc.
2. Comdata has the ability to pass Level 3 data from maintenance locations for comprehensive reporting of service, parts and labor provided
3. State is not bound by a $75 threshold, but has the ability to have separate dollar limits for car washes, oil changes, tires, etc.
4. The Comdata card can be used as a "virtual card" for expenditures.

TAX EXEMPTION

1. Federal Excise Tax on diesel is exempted at the transaction level, not posted as a lump sum credit in the month following
2. Fuel taxes are exempted at ALL accepting merchants including independent fuel merchants
3. Comdata/TransMontaigne files for the refund, the wholesaler and merchant are not burdened with the task of documenting and filing for each tax exempt sale

ACCOUNT AND DATA MANAGEMENT TOOLS

1. Smart Buy-- an online tool showing the least expensive retail and wholesale pricing in real-time, across the state and country
2. Ability to view transactions and authorizations in real-time without having to wait 48-72 hours for a transaction to post, and immediately determine if a driver enters the wrong PIN number, swipes the card incorrectly, etc.
3. Comprehensive data capture and reporting for both vehicle cards and driver cards
4. Can interface with mobile re-fuelers to capture data from fueling at remote locations
5. Technical services support provided to "map" transaction data directly into fleet management software
6. Ability to assign General Ledger coding to transactions and map the corresponding data to the agency's financial system
7. Comdata provides 15 levels of Hierarchy and reporting

CONTROLS

1. Cards can be reassigned/moved between accounts without having to reissue plastic
2. Pre-determined controls/purchase profiles may be assigned to a single card or an entire fleet
3. Controls allow for a one-time override with automatic reset to previous levels
4. Both soft-limits and hard-limits may be applied on the same card
5. All authorizations and transactions—on-site and retail--are processed internally by Comdata for greater control and more accurate data capture, thus eliminating third party "finger-pointing"
6. Comdata process all transactions internally providing more control and accurate data

FINANCIAL INCENTIVES

1. Signing bonus of $25,000
2. Incentive rebate of 70 basis points, based on total spend of fuel and maintenance
3. Implementation cost sharing of $2.50/card for cards activated within 90 days of contract signing
4. Discount of $0.025/gallon at over 3,381 retail locations
5. Discount of $0.02/gallon at over 115 truck stops
6. Speed of pay incentive of 25 basis points for payments twice monthly, 50 basis points for daily invoice remittance

Preliminary Negotiations Response

Laura Reardon
TBPC State Asset Systems
1711 San Jacinto Boulevard
Austin, TX 78701

Ms. Reardon:

The following represents Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. The following is the revised adder pricing:

OPIS Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

An analysis of this pricing indicates that, when adding the applicable OPIS index to the adders, the resulting pricing is **less** than the corresponding retail price. The adder is net of Federal Excise Tax and is comprised of margin, freight and other applicable taxes and fees. If the State is determined to be exempt from any other taxes, Comdata/TransMontaigne will work closely with the State to process transactions net of those taxes.

Comdata/TransMontaigne will revisit the adders on a quarterly basis to maintain advantageous pricing for the State.

As a point of clarification, the previously offered Location/Merchant discounts of 2.5-cent discount at over 3,381 sites in Texas, and 115 truck stops also offer a 2-cent discount--both of these discounts are offered in addition to the adder price stated above.

2. Incentive Rebate:
    a. Comdata is pleased to **increase** its previous incentive rebate of 70 basis points, from the Best and Final Offer, to **100 basis points**. Based on an estimated annual spending volume of $22 million, this would amount to an annual rebate of **$220,000** which represents an increase of **$66,000** over our Best and Final response. The rebate will apply to the State's volume of maintenance purchases, as well, at the offered rate of 100 basis points.

    b. Further, please note that the rebate of 100 basis points offered is not contingent upon the State achieving any minimum purchase volume, nor is it tied to an average ticket or transaction size.

3. MasterCard Corporate Payment Solutions is offering a signing bonus of $37,500, subject to the terms stated below, **which represents an increase of $12,500 versus the previous offer.**

    MasterCard Corporate Payment Solutions is pleased to offer financial incentive funding for the selection of MasterCard International as the

exclusive payment brand for the State of Texas Fleet Card program. Our offer is based on program volume as provided by the issuers.

Fleet Card - $25MM annual spend

Based on the program volume (excludes cash advance and/or convenience check volumes), growth projections, and term of the agreement, the following Incentives have been approved.

- MasterCard Commitments:

* 3 year proposal:
* $37.5 thousand of upfront support tied to annual volume achievement targets (see below)
* 15 basis points on year 1 volume above $25MM
* 15 basis points on incremental volume in years 2 - 3, above the highest previous year
* 15 basis points on incremental volume in years 4 - 5, above the highest previous year

Program Volume Requirements

The upfront support is tied to the achievement of a minimum year 1 volume of $25 million, and the maintenance of at least that level for the remainder of the term. If the program fails to achieve the annual volume target, then the State of Texas/issuer will pay back to MasterCard a proportional amount of the initial incentive amount paid.

Quarterly and year end Management Information System (MIS) reporting for the State of Texas Fleet Card program will be required from the issuer to ensure all program requirements are being met.

This incentive will be provided to the State of Texas through the issuer for the State of Texas Fleet Card program. This incentive may already be incorporated into a MasterCard issuing bank financial incentive proposal and is contingent upon an executable agreement. The incentive will be available to the State of Texas at the beginning of the program contract date. - MasterCard.

All other terms and conditions of Comdata/TransMontaigne's previous offers are to remain as previously stated.

Sincerely,

Brian Truman, Manager – Public Sector

Tom Gustin, National Account Manager – Public Sector

Comdata/TransMontaigne

Final Negotiation Response

The following payment mechanism, discount structure and financial incentives were stated in Appendix J of the response and augmented in Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a $2.50 a card incentive for cards that have transaction activity within 90 days of contract execution.

2. A rebate of 2.5 cents per gallon will be applied for transactions at approximately 3,300 sites in Texas, and a rebate of 2 cents per gallon will be applied at approximately 115 truck stops in Texas. Rebates will be credited on a quarterly basis. Specific locations are named in (Table 2) of this exhibit.

3. An incentive rebate of 100 basis points shall apply to the purchase of fuel and related automotive goods and services on the Comdata MasterCard, and will be paid on a quarterly basis.

4. An early pay incentive of 25 basis points will be credited on twice monthly payments; payments made on a daily basis will receive an incentive of 50 basis points.

5. MasterCard Corporate Payment Solutions is offering a signing bonus of $37,500.

   - MasterCard Commitments:
   * 3 year proposal: -

   * $37.5 thousand of upfront support

   * 15 basis points on year 1 volume above $25MM
   * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
   * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

6. PRICING PROCESS

TransMontaigne will invoice State of Texas PSAs (Participating State Agencies) for fuel transactions, based on the OPIS Net Average price of the nearest OPIS Rack City for the day of the transaction, per the table that follows this section, plus the applicable adder for the corresponding product. Weekends and Holiday's will be priced off of the following business day's prices. The adder is net of Federal Excise Tax and is comprised of margin, freight and all applicable taxes and fees. If the applicable taxes and fees are adjusted during the term of the contract, the adders will be adjusted to reflect the change in the rates. If the State is determined to be exempt from any additional taxes, Comdata/TransMontaigne will work closely with the State to process each transaction net of those taxes.

Comdata/TransMontaigne will work with the State of Texas to evaluate and adjust, by mutual agreement, the quoted adders on a quarterly basis. The evaluation will ensure that pricing for the State of Texas, over time, remains competitive and at or better than the average levels of retail pump price with the federal excise taxes removed in each associated rack city. The current adders have been

created based on historical market data. We will work with the State of Texas to utilize their purchasing data, (i.e. fueling locations, brands of locations, volume purchased by location, and types of fuel products purchased) over an extended period of time to accurately represent the State's purchasing profile.

Comdata/TransMontaigne will provide the State of Texas a data file that will allow the ability to run reports on all State of Texas customers that will show locations, gallons, pump price, rack price, and rack prices with adder included.

The following adder pricing shall apply:

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

Locations for rack prices are determined by county, a spreadsheet of which is attached (TABLE #1). We have mapped each city within a county to the nearest OPIS city, as well as taken the designated specs for each county into account.

Should additional rebates be negotiated by the State of Texas with fuel retail locations or with maintenance facilities, the associated discounts will be taken off of invoice and not returned in the form of a rebate.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

TABLE #1 OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29		Collingsworth	AMARILLO, TX	111.92
Andrews	LUBBOCK, TX	108.5		Colorado	HOUSTON, TX	82.84
Angelina	BEAUMONT, TX	103.2		Comal	SAN ANTONIO, TX	36.16
Aransas	SAN ANTONIO, TX	161.5		Comanche	ABILENE, TX	96.85
Archer	ABILENE, TX	125.5		Concho	ABILENE, TX	88.9
Armstrong	AMARILLO, TX	47.3		Cooke	DALLAS, TX	73.21
Atascosa	SAN ANTONIO, TX	42.21		Coryell	AUSTIN, TX	96.64
Austin	HOUSTON, TX	65.83		Cottle	LUBBOCK, TX	124.75
Bailey	LUBBOCK, TX	72.1		Crane	LUBBOCK, TX	176.1
Bandera	SAN ANTONIO, TX	58.04		Crockett	ABILENE, TX	171.9
Bastrop	AUSTIN, TX	38.75		Crosby	LUBBOCK, TX	29.43
Baylor	ABILENE, TX	100.9		Culberson	LUBBOCK, TX	309.2
Bee	SAN ANTONIO, TX	94.11		Dallam	AMARILLO, TX	100.33
Bell	AUSTIN, TX	71.85		Dallas	DALLAS, TX	9.15
Bexar	SAN ANTONIO, TX	12.29		Dawson	LUBBOCK, TX	67.73
Blanco	AUSTIN, TX	52.4		De Witt	SAN ANTONIO, TX	83.98
Borden	LUBBOCK, TX	93.4		Deaf Smith	AMARILLO, TX	41.5
Bosque	DALLAS, TX	89.86		Delta	DALLAS, TX	86.15
Bowie	WASKOM, TX	89.82		Denton	DALLAS, TX	36.27
Brazoria	HOUSTON, TX	44.54		Dickens	LUBBOCK, TX	66.32
Brazos	HOUSTON, TX	96.64		Dimmit	SAN ANTONIO, TX	115.47
Brewster	LUBBOCK, TX	313.03		Donley	AMARILLO, TX	67.2
Briscoe	AMARILLO, TX	101.7		Duval	BROWNSVILLE, TX	156.1
Brooks	BROWNSVILLE, TX	108.1		Eastland	ABILENE, TX	64.59
Brown	ABILENE, TX	88.68		Ector	LUBBOCK, TX	143.62
Burleson	AUSTIN, TX	83.03		Edwards	SAN ANTONIO, TX	132.53
Burnet	AUSTIN, TX	46.43		El Paso	LUBBOCK, TX	340.87
Caldwell	AUSTIN, TX	38.41		Ellis	DALLAS, TX	36.37
Calhoun	HOUSTON, TX	136.98		Erath	DALLAS, TX	100.35
Callahan	ABILENE, TX	29.72		Falls	AUSTIN, TX	101.63
Cameron	BROWNSVILLE, TX	19.72		Fannin	DALLAS, TX	76.32
Camp	WASKOM, TX	86.5		Fayette	AUSTIN, TX	69.28
Carson	AMARILLO, TX	45.22		Fisher	ABILENE, TX	53.45
Cass	WASKOM, TX	58.45		Floyd	LUBBOCK, TX	61.26
Castro	AMARILLO, TX	64.77		Foard	ABILENE, TX	115.9
Chambers	BEAUMONT, TX	35.27		Fort Bend	HOUSTON, TX	30.96
Cherokee	WASKOM, TX	98.11		Franklin	WASKOM, TX	105.25
Childress	AMARILLO, TX	117.75		Freestone	DALLAS, TX	90.28
Clay	DALLAS, TX	126.34		Frio	SAN ANTONIO, TX	53.55
Cochran	LUBBOCK, TX	55.8		Gaines	LUBBOCK, TX	71.23
Coke	ABILENE, TX	71.05		Galveston	HOUSTON, TX	39.22
Coleman	ABILENE, TX	60.39		Garza	LUBBOCK, TX	48.1
Collin	DALLAS, TX	32.29		Gillespie	SAN ANTONIO, TX	85.82

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Glass Cock	LUBBOCK, TX	137.4		Jones	ABILENE, TX	34.17
Goliad	SAN ANTONIO, TX	98.9		Karnes	SAN ANTONIO, TX	56.69
Gonzales	AUSTIN, TX	61.02		Kaufman	DALLAS, TX	37.84
Gray	AMARILLO, TX	63.76		Kendall	SAN ANTONIO, TX	40.58
Grayson	DALLAS, TX	68.72		Kenedy	BROWNSVILLE, TX	88.6
Gregg	WASKOM, TX	43.96		Kent	ABILENE, TX	84.6
Grimes	HOUSTON, TX	92.65		Kerr	SAN ANTONIO, TX	69.58
Guadalupe	SAN ANTONIO, TX	33.94		Kimble	SAN ANTONIO, TX	127.1
Hale	LUBBOCK, TX	40.29		King	LUBBOCK, TX	94.55
Hall	AMARILLO, TX	95.2		Kinney	SAN ANTONIO, TX	123.2
Hamilton	DALLAS, TX	106.85		Kleberg	BROWNSVILLE, TX	115.07
Hansford	AMARILLO, TX	89		Knox	ABILENE, TX	80.33
Hardeman	ABILENE, TX	137.9		La Salle	SAN ANTONIO, TX	97.45
Hardin	BEAUMONT, TX	32.76		Lamar	DALLAS, TX	112.89
Harris	HOUSTON, TX	15.17		Lamb	LUBBOCK, TX	52.4
Harrison	WASKOM, TX	19.11		Lampasas	AUSTIN, TX	83.4
Hartley	AMARILLO, TX	63.7		Lavaca	AUSTIN, TX	90.93
Haskell	ABILENE, TX	63.27		Lee	AUSTIN, TX	62.57
Hays	AUSTIN, TX	27.87		Leon	HOUSTON, TX	5
Hemphill	AMARILLO, TX	100.7		Liberty	BEAUMONT, TX	44.31
Henderson	DALLAS, TX	76.58		Limestone	DALLAS, TX	99.74
Hidalgo	BROWNSVILLE, TX	58.53		Lipscomb	AMARILLO, TX	135.18
Hill	DALLAS, TX	72.97		Live Oak	SAN ANTONIO, TX	78.94
Hockley	LUBBOCK, TX	34.94		Llano	AUSTIN, TX	78.29
Hood	DALLAS, TX	79.52		Loving	LUBBOCK, TX	187.3
Hopkins	DALLAS, TX	86.31		Lubbock	LUBBOCK, TX	5.37
Houston	HOUSTON, TX	119.2		Lynn	LUBBOCK, TX	31.15
Howard	LUBBOCK, TX	107.45		Madison	HOUSTON, TX	105.4
Hudspeth	LUBBOCK, TX	313.35		Marion	WASKOM, TX	40.3
Hunt	DALLAS, TX	57.11		Martin	LUBBOCK, TX	100.3
Hutchinson	AMARILLO, TX	49.32		Mason	AUSTIN, TX	103
Irion	ABILENE, TX	130.25		Matagorda	HOUSTON, TX	92.21
Jack	DALLAS, TX	102.45		Maverick	SAN ANTONIO, TX	148.38
Jackson	HOUSTON, TX	107.14		Mc Mullen	SAN ANTONIO, TX	79.75
Jasper	BEAUMONT, TX	47.67		McCulloch	ABILENE, TX	104.02
Jeff Davis	LUBBOCK, TX	319.95		McLennan	AUSTIN, TX	93.74
Jefferson	BEAUMONT, TX	9.95		Medina	SAN ANTONIO, TX	37.98
Jim Hogg	BROWNSVILLE, TX	157.2		Menard	ABILENE, TX	129.07
Jim Wells	SAN ANTONIO, TX	128		Midland	LUBBOCK, TX	119.76
Johnson	DALLAS, TX	47.85		Milam	AUSTIN, TX	75.31

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Mills	AUSTIN, TX	106.45	Shackleford	ABILENE, TX	42.7
Mitchell	ABILENE, TX	69.4	Shelby	WASKOM, TX	61.74
Montague	DALLAS, TX	100.84	Sherman	AMARILLO, TX	80.4
Montgomery	HOUSTON, TX	44.44	Smith	WASKOM, TX	77.87
Moore	AMARILLO, TX	52.77	Somervell	DALLAS, TX	70.83
Morris	WASKOM, TX	84.34	Starr	BROWNSVILLE, TX	110.86
Motley	LUBBOCK, TX	88.83	Stephens	ABILENE, TX	66.4
Nacogdoches	WASKOM, TX	93.03	Sterling	ABILENE, TX	114
Navarro	DALLAS, TX	64.19	Stonewall	ABILENE, TX	60.75
Newton	BEAUMONT, TX	67.65	Sutton	ABILENE, TX	156.5
Nolan	ABILENE, TX	52.28	Swisher	AMARILLO, TX	51.6
Nueces	SAN ANTONIO, TX	144.63	Tarrant	DALLAS, TX	30.8
Ochiltree	AMARILLO, TX	109.27	Taylor	ABILENE, TX	9.11
Oldham	AMARILLO, TX	42.17	Terrell	SAN ANTONIO, TX	263.55
Orange	BEAUMONT, TX	20.45	Terry	LUBBOCK, TX	39.53
Palo Pinto	ABILENE, TX	87.9	Throckmorton	ABILENE, TX	70.05
Panola	WASKOM, TX	39.24	Titus	WASKOM, TX	97.45
Parker	DALLAS, TX	71.46	Tom Green	ABILENE, TX	96.58
Parmer	AMARILLO, TX	78.1	Travis	AUSTIN, TX	8.79
Pecos	LUBBOCK, TX	212.12	Trinity	BEAUMONT, TX	113.52
Polk	HOUSTON, TX	82.62	Tyler	BEAUMONT, TX	59.64
Potter	AMARILLO, TX	12.74	Upshur	WASKOM, TX	61.23
Presidio	LUBBOCK, TX	354.3	Upton	LUBBOCK, TX	175.3
Rains	DALLAS, TX	76.7	Uvalde	SAN ANTONIO, TX	78.3
Randall	AMARILLO, TX	14.79	Val Verde	SAN ANTONIO, TX	169.69
Reagan	ABILENE, TX	160.4	Van Zandt	DALLAS, TX	63.51
Real	SAN ANTONIO, TX	105.53	Victoria	SAN ANTONIO, TX	118.26
Red River	WASKOM, TX	130.67	Walker	HOUSTON, TX	72.12
Reeves	LUBBOCK, TX	239.97	Waller	HOUSTON, TX	45.08
Refugio	SAN ANTONIO, TX	136.44	Ward	LUBBOCK, TX	194.94
Roberts	AMARILLO, TX	76.9	Washington	HOUSTON, TX	74.18
Robertson	AUSTIN, TX	107.84	Webb	SAN ANTONIO, TX	156.91
Rockwall	DALLAS, TX	28.7	Wharton	HOUSTON, TX	67.04
Runnels	ABILENE, TX	57.65	Wheeler	AMARILLO, TX	109.14
Rusk	WASKOM, TX	60.82	Wichita	DALLAS, TX	143.55
Sabine	WASKOM, TX	102.28	Wilbarger	ABILENE, TX	154.84
San Augustine	WASKOM, TX	82.7	Willacy	BROWNSVILLE, TX	51.98
San Jacinto	HOUSTON, TX	76.25	Williamson	AUSTIN, TX	31.51
San Patricio	SAN ANTONIO, TX	137.18	Wilson	SAN ANTONIO, TX	35.32
San Saba	AUSTIN, TX	105.4	Winkler	LUBBOCK, TX	159.45
Schleicher	ABILENE, TX	134.6	Wise	DALLAS, TX	68.49
Scurry	ABILENE, TX	79.32	Wood	DALLAS, TX	90.88

Texas County	Designated OPIS City	Miles From OPIS City
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

TABLE #2 OF CONTRACT NO. 050720-CCG-FC
Contractor's list of discount retail locations and truck stop locations.

Up to date documentation can be found on the Comdata website. In addition Contractor will send to the contract administrator on a quarterly basis a compact disk of the updated locations.

AMENDMENT NO.1
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government, hereinafter referred to as the "Council," and Comdata Corporation / TransMontaigne Product Services, Inc.. hereinafter referred to as "Contractor," do hereby agree to amend the contract for Retail Fuel Card and related Services, hereinafter referred to as the "Contract." effective February 26, 2006, between the Council by and for the Texas Building and Procurement Commission ("TBPC" and "Contract Administrator") and the Contractor.

RECITALS

WHEREAS, the Council and Contractor previously entered into that certain Contract effective as of February 26, 2006; and desire to amend the Contract effective as of the execution of this amendment.

WHEREAS, accordingly, the Council and the Contractor desire to amend language in Exhibit E, Final Negotiation Response.

NOW, THEREFORE, in consideration of mutual covenants and agreements, herein contained, the Council and Contractor hereby agree to the following change in Exhibit E, Final Negotiation Response:

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a $2.50 a card incentive for cards that have transaction activity within ~~90 days~~ **120 days** of contract execution.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: April 26, 2006

By: _____

Jim Scogin
Director
State Council on Competitive Government

Comdata Corporation

Date: April 20, 2006

By: Brian Trueman Manager, Public Sector

Randy Morgan
Senior Vice President & General Manager

AMENDMENT NO. 2
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to amend Table No. 1 of Exhibit E are necessary to properly reflect the Contractor's locations for rack prices by counties;

NOW, THEREFORE, the Council and Contractor hereby agree to delete Table No. 1 of Exhibit E in its entirety and substitute Table No. 1-A attached hereto and incorporated by reference herein for all purposes. Table No. 1-A is comprised of six (6) pages. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.
2. This amendment is effective as of the date the last party signs this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: 5-30-06

By: _____
Jim Scogin
Director
State Council on Competitive Government

Comdata Corporation

Date: 5-25-06

By: _____
Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: _____

By: 5/23/06

Rick Eaton, Executive Vice President

TABLE No. 1-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29
Andrews	LUBBOCK, TX	108.5
Angelina	BEAUMONT, TX	103.2
Aransas	SAN ANTONIO, TX	161.5
Archer	ABILENE, TX	125.5
Armstrong	AMARILLO, TX	47.3
Atascosa	SAN ANTONIO, TX	42.21
Austin	HOUSTON, TX	65.83
Bailey	LUBBOCK, TX	72.1
Bandera	SAN ANTONIO, TX	58.04
Bastrop	AUSTIN, TX	38.75
Baylor	ABILENE, TX	100.9
Bee	SAN ANTONIO, TX	94.11
Bell	AUSTIN, TX	71.85
Bexar	SAN ANTONIO, TX	12.29
Blanco	AUSTIN, TX	52.4
Borden	LUBBOCK, TX	93.4
Bosque	DALLAS, TX	89.86
Bowie	WASKOM, TX	89.82
Brazoria	HOUSTON, TX	44.54
Brazos	HOUSTON, TX	96.64
Brewster	LUBBOCK, TX	313.03
Briscoe	AMARILLO, TX	101.7
Brooks	BROWNSVILLE, TX	108.1
Brown	ABILENE, TX	88.68
Burleson	AUSTIN, TX	83.03
Burnet	AUSTIN, TX	46.43
Caldwell	AUSTIN, TX	38.41
Calhoun	HOUSTON, TX	136.98
Callahan	ABILENE, TX	29.72
Cameron	BROWNSVILLE, TX	19.72
Camp	WASKOM, TX	86.5
Carson	AMARILLO, TX	45.22
Cass	WASKOM, TX	58.45
Castro	AMARILLO, TX	64.77
~~Chambers~~	~~BEAUMONT, TX~~	~~35.27~~
Chambers	HOUSTON, TX	48.36
Cherokee	WASKOM, TX	98.11
Childress	AMARILLO, TX	117.75
~~Clay~~	~~DALLAS, TX~~	~~126.34~~
Clay	ABILENE	187.2
Cochran	LUBBOCK, TX	55.8
Coke	ABILENE, TX	71.05
Coleman	ABILENE, TX	60.39
Collin	DALLAS, TX	32.29
Collingsworth	AMARILLO, TX	111.92

~~Colorado~~	~~HOUSTON, TX~~	~~82.84~~
Colorado	AUSTIN, TX	88.38
Comal	SAN ANTONIO, TX	36.16
Comanche	ABILENE, TX	96.85
Concho	ABILENE, TX	88.9
Cooke	DALLAS, TX	73.21
Coryell	AUSTIN, TX	96.64
Cottle	LUBBOCK, TX	124.75
Crane	LUBBOCK, TX	176.1
Crockett	ABILENE, TX	171.9
Crosby	LUBBOCK, TX	29.43
Culberson	LUBBOCK, TX	309.2
Dallam	AMARILLO, TX	100.33
Dallas	DALLAS, TX	9.15
Dawson	LUBBOCK, TX	67.73
De Witt	SAN ANTONIO, TX	83.98
Deaf Smith	AMARILLO, TX	41.5
Delta	DALLAS, TX	86.15
Denton	DALLAS, TX	36.27
Dickens	LUBBOCK, TX	66.32
Dimmit	SAN ANTONIO, TX	115.47
Donley	AMARILLO, TX	67.2
Duval	BROWNSVILLE, TX	156.1
Eastland	ABILENE, TX	64.59
Ector	LUBBOCK, TX	143.62
Edwards	SAN ANTONIO, TX	132.53
El Paso	LUBBOCK, TX	340.87
Ellis	DALLAS, TX	36.37
~~Erath~~	~~DALLAS, TX~~	~~99.35~~
Erath	ABILENE, TX	122.76
Falls	AUSTIN, TX	101.63
Fannin	DALLAS, TX	76.32
Fayette	AUSTIN, TX	69.28
Fisher	ABILENE, TX	53.45
Floyd	LUBBOCK, TX	61.26
Foard	ABILENE, TX	115.9
Fort Bend	HOUSTON, TX	30.96
Franklin	WASKOM, TX	105.25
Freestone	DALLAS, TX	90.28
Frio	SAN ANTONIO, TX	53.55
Gaines	LUBBOCK, TX	71.23
Galveston	HOUSTON, TX	39.22
Garza	LUBBOCK, TX	48.1
Gillespie	SAN ANTONIO, TX	85.82
Glass Cock	LUBBOCK, TX	137.4
Goliad	SAN ANTONIO, TX	98.9
Gonzales	AUSTIN, TX	61.02
Gray	AMARILLO, TX	63.76
Grayson	DALLAS, TX	68.72
Gregg	WASKOM, TX	43.96
Grimes	HOUSTON, TX	92.65
Guadalupe	SAN ANTONIO, TX	33.94

Hale	LUBBOCK, TX	40.29
Hall	AMARILLO, TX	95.2
~~Hamilton~~	~~DALLAS, TX~~	~~106.85~~
Hamilton	ABILENE	124.84
Hansford	AMARILLO, TX	89
Hardeman	ABILENE, TX	137.9
Hardin	BEAUMONT, TX	32.76
Harris	HOUSTON, TX	15.17
Harrison	WASKOM, TX	19.11
Hartley	AMARILLO, TX	63.7
Haskell	ABILENE, TX	63.27
Hays	AUSTIN, TX	27.87
Hemphill	AMARILLO, TX	100.7
Henderson	DALLAS, TX	76.58
Hidalgo	BROWNSVILLE, TX	58.53
Hill	DALLAS, TX	72.97
Hockley	LUBBOCK, TX	34.94
Hood	DALLAS, TX	79.52
Hopkins	DALLAS, TX	86.31
~~Houston~~	~~HOUSTON, TX~~	~~119.2~~
Houston	WASKOM	148.5
Howard	LUBBOCK, TX	107.45
Hudspeth	LUBBOCK, TX	313.35
Hunt	DALLAS, TX	57.11
Hutchinson	AMARILLO, TX	49.32
Irion	ABILENE, TX	130.25
~~Jack~~	~~DALLAS, TX~~	~~102.45~~
Jack	ABILENE	103.45
Jackson	HOUSTON, TX	107.14
Jasper	BEAUMONT, TX	47.67
Jeff Davis	LUBBOCK, TX	319.95
Jefferson	BEAUMONT, TX	9.95
Jim Hogg	BROWNSVILLE, TX	157.2
Jim Wells	SAN ANTONIO, TX	128
Johnson	DALLAS, TX	47.85
Jones	ABILENE, TX	34.17
Kaufman	DALLAS, TX	37.84
Kendall	SAN ANTONIO, TX	40.58
Kenedy	BROWNSVILLE, TX	88.6
Kent	ABILENE, TX	84.6
Kerr	SAN ANTONIO, TX	69.58
Kimble	SAN ANTONIO, TX	127.1
King	LUBBOCK, TX	94.55
Kinney	SAN ANTONIO, TX	123.2
Kleberg	BROWNSVILLE, TX	115.07
Knox	ABILENE, TX	80.33
La Salle	SAN ANTONIO, TX	97.45
Lamar	DALLAS, TX	112.89
Lamb	LUBBOCK, TX	52.4
Lampasas	AUSTIN, TX	83.4
Lavaca	AUSTIN, TX	90.93
Lee	AUSTIN, TX	62.57

~~Leon~~	~~HOUSTON, TX~~	~~5~~
Leon	DALLAS, TX	123.24
~~Liberty~~	~~BEAUMONT, TX~~	~~44.31~~
Liberty	HOUSTON, TX	42.12
Limestone	DALLAS, TX	99.74
Lipscomb	AMARILLO, TX	135.18
Live Oak	SAN ANTONIO, TX	78.94
Llano	AUSTIN, TX	78.29
Loving	LUBBOCK, TX	187.3
Lubbock	LUBBOCK, TX	5.37
Lynn	LUBBOCK, TX	31.15
Madison	HOUSTON, TX	105.4
Marion	WASKOM, TX	40.3
Martin	LUBBOCK, TX	100.3
Mason	AUSTIN, TX	103
Matagorda	HOUSTON, TX	92.21
Maverick	SAN ANTONIO, TX	148.38
Mc Mullen	SAN ANTONIO, TX	79.75
McCulloch	ABILENE, TX	104.02
McLennan	AUSTIN, TX	93.74
Medina	SAN ANTONIO, TX	37.98
Menard	ABILENE, TX	129.07
Midland	LUBBOCK, TX	119.76
Milam	AUSTIN, TX	75.31
Mills	AUSTIN, TX	106.45
Mitchell	ABILENE, TX	69.4
Montague	DALLAS, TX	100.84
Montgomery	HOUSTON, TX	44.44
Morris	WASKOM, TX	84.34
Motley	LUBBOCK, TX	88.83
Nacogdoches	WASKOM, TX	93.03
Navarro	DALLAS, TX	64.19
Newton	BEAUMONT, TX	67.65
Nolan	ABILENE, TX	52.28
Nueces	SAN ANTONIO, TX	144.63
Ochiltree	AMARILLO, TX	109.27
Oldham	AMARILLO, TX	42.17
Orange	BEAUMONT, TX	20.45
Palo Pinto	ABILENE, TX	87.9
Panola	WASKOM, TX	39.24
Parker	DALLAS, TX	71.46
Parmer	AMARILLO, TX	78.1
Pecos	LUBBOCK, TX	212.12
~~Polk~~	~~HOUSTON, TX~~	~~82.62~~
Polk	BEAUMONT, TX	86.96
Potter	AMARILLO, TX	12.74
Presidio	LUBBOCK, TX	354.3
Rains	DALLAS, TX	76.7
Randall	AMARILLO, TX	14.79
Reagan	ABILENE, TX	160.4
Real	SAN ANTONIO, TX	105.53
Red River	WASKOM, TX	130.67

Reeves	LUBBOCK, TX	239.97
Refugio	SAN ANTONIO, TX	136.44
Roberts	AMARILLO, TX	76.9
Robertson	AUSTIN, TX	107.84
Rockwall	DALLAS, TX	28.7
Runnels	ABILENE, TX	57.65
Rusk	WASKOM, TX	60.82
Sabine	WASKOM, TX	102.28
San Augustine	WASKOM, TX	82.7
~~San Jacinto~~	~~HOUSTON, TX~~	~~76.25~~
San Jacinto	BEAUMONT, TX	106.35
San Patricio	SAN ANTONIO, TX	137.18
San Saba	AUSTIN, TX	105.4
Schleicher	ABILENE, TX	134.6
Scurry	ABILENE, TX	79.32
Shackleford	ABILENE, TX	42.7
Shelby	WASKOM, TX	61.74
Sherman	AMARILLO, TX	80.4
Smith	WASKOM, TX	77.87
Somervell	DALLAS, TX	70.83
Starr	BROWNSVILLE, TX	110.86
Stephens	ABILENE, TX	66.4
Sterling	ABILENE, TX	114
Stonewall	ABILENE, TX	60.75
Sutton	ABILENE, TX	156.5
Swisher	AMARILLO, TX	51.6
Tarrant	DALLAS, TX	30.8
Taylor	ABILENE, TX	9.11
Terrell	SAN ANTONIO, TX	263.55
Terry	LUBBOCK, TX	39.53
Throckmorton	ABILENE, TX	70.05
Titus	WASKOM, TX	97.45
Tom Green	ABILENE, TX	96.58
Travis	AUSTIN, TX	8.79
Trinity	BEAUMONT, TX	113.52
Tyler	BEAUMONT, TX	59.64
Upshur	WASKOM, TX	61.23
Upton	LUBBOCK, TX	175.3
Uvalde	SAN ANTONIO, TX	78.3
Val Verde	SAN ANTONIO, TX	169.69
Van Zandt	DALLAS, TX	63.51
Victoria	SAN ANTONIO, TX	118.26
Walker	HOUSTON, TX	72.12
Waller	HOUSTON, TX	45.08
Ward	LUBBOCK, TX	194.94
~~Washington~~	~~HOUSTON, TX~~	~~74.18~~
Washington	AUSTIN, TX	89.38
Webb	SAN ANTONIO, TX	156.91
Wharton	HOUSTON, TX	67.04
Wheeler	AMARILLO, TX	109.14
~~Wichita~~	~~DALLAS, TX~~	~~143.55~~
Wichita	ABILENE, TX	152.59

Wilbarger	ABILENE, TX	154.84
Willacy	BROWNSVILLE, TX	51.98
Williamson	AUSTIN, TX	31.51
Wilson	SAN ANTONIO, TX	35.32
Winkler	LUBBOCK, TX	159.45
Wise	DALLAS, TX	68.49
Wood	DALLAS, TX	90.88
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

AMENDMENT NO. 3
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to the adder pricing in the Preliminary Negotiations Response and in Section 6 PRICING PROCESS of the Final Negotiation Response of Exhibit E are necessary to properly reflect the **$.001 Leaking Underground Storage Tank (LUST) Trust Fund tax and the State's tax profile; and**

WHEREAS, the Council and the Contractor agree that if fuel is purchased outside the State of Texas the State will be invoiced pump price minus any federal excise taxes and any additional applicable excise taxes; and

WHEREAS, the Council and the Contractor agree to further amend Exhibit E, Final Negotiated Response with respect to the $2.50 per activated card incentive; and

NOW, THEREFORE, the Council and Contractor hereby amend the Contract as follows:

1. The parties agree to delete the adder pricing of Exhibit E in its entirety and substitute Table No. 2-A attached hereto and incorporated by reference herein for all purposes. Table No. 2-A is comprised of one (1) page. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

2. The parties further agree that, in the event the Contractor signs and returns this amendment to the Council by June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the billing cycle commencing May 1, 2006; provided however, that should the Contractor return the signed amendment after June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the next billing cycle.

3. The parties agree that the any invoicing for fuel purchased while traveling outside the state of Texas will be invoiced at the rate of pump price minus any federal excise taxes and any additional applicable excise taxes.

4. The parties agree to expand the number of days within which the State is eligible to receive a $2.50 per card incentive for new cards with transaction activity from 120 days as stated in Amendment # 1 to 150 days.

5. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: **"EXECUTED 6-13-2006"**

By:_____

Wayne Roberts, Chair Designee
Office of the Governor
State Council on Competitive Government

Comdata Corporation

Date: _____

By:_____

Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: _____

By: _____

Rick Eaton, Executive Vice President

TABLE No. 2-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Revised Adders

OPIS Net Average Rack Price	~~Diesel Adder~~	~~Unleaded 87 Octane Adder~~	Diesel Adder	Unleaded 87 Octane Adder
Abilene	~~0.3791~~	~~0.3566~~	0.3801	0.3576
Amarillo	~~0.3279~~	~~0.3491~~	0.3289	0.3501
Austin	~~0.3895~~	~~0.3533~~	0.3905	0.3543
Beaumont	~~0.3934~~	~~0.3710~~	0.3944	0.3729
Houston	~~0.3809~~	~~0.3497~~	0.3819	0.3507
Brownsville	~~0.3753~~	~~0.3191~~	0.3763	0.3201
Dallas	~~0.3858~~	~~0.3368~~	0.3868	0.3378
Waskom	~~0.3721~~	~~0.3530~~	0.3731	0.3540
Lubbock	~~0.3700~~	~~0.3540~~	0.3710	0.3550
San Antonio	~~0.363~~	~~0.3403~~	0.364	0.3413

AMENDMENT NO. 4
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Comptroller of Public Accounts ("CPA" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council executed the Contract, by and for the Texas Building and Procurement Commission ("TBPC") with the Contractor on February 26, 2006;

WHEREAS, the Council and the Contractor executed Amendment #1 to the Contract on April 26, 2006, to revise the time periods for incentives;

WHEREAS, the Council and the Contractor executed Amendment #2 to the Contract on May 30, 2006 to properly reflect the Contractor's locations for rack prices by counties;

WHEREAS, the Council and the Contractor executed Amendment #3 to the Contract on June 13, 2006 to describe the process that will take place when fuel is purchased out of state and to increase the adder prices by $.001 to allow for the Leaking Underground Storage Tank Tax that was extended;

WHEREAS, pursuant to House Bill 3560 of the 80th Legislature, Regular Session, those powers and duties which were not retained by the Texas Facilities Commission, *e.g.* statewide procurement functions of TBPC, were transferred to the Comptroller of Public Accounts ("CPA") on September 1, 2007; and,

WHEREAS, the Council and the Contractor now desire to amend the Contract, effective July 1, 2008, to address billings for transactions that are transmitted to Contractor as "fuel adjustments," "miscellaneous fuel" and "other fuel" (collectively, the "Miscellaneous Transactions");

NOW, THEREFORE, the Council and the Contractor, in consideration for the mutual covenants and agreements contained herein, agree that the Contract is respectively amended and modified to add the following requirements:

All Miscellaneous Transactions for the time period September 1, 2007 through June 30, 2008 ("Ten Month Period") and all Miscellaneous Transactions beginning July 1, 2008 going forward shall be handled as follows:

1. Miscellaneous Transactions categorized as a 'Fuel Adjustment' paid at the pump (Merchant Category Code 5542) that Contractor determines in its reasonable discretion to be a purchase of fuel will continue to be invoiced with the appropriate fuel Federal Excise taxes removed, based on the credit card history, and not included in the Pass-Through Threshold noted below.

2. The Miscellaneous Transactions for the Ten Month Period will be billed separately from the regular monthly invoice to each agency at the original purchase amount as regular transactions.

3. Outstanding Miscellaneous Transactions for the Ten Month Period will be clearly identified by date range in the billing as outstanding for the period. These invoices will be subject to the Texas Prompt Payment Act based on the invoice date.

4. All Miscellaneous Transaction beginning July 1, 2008 below the Pass-Through Threshold noted below will be billed as regular (non-fuel) transactions and will be included in regular monthly invoices.

5. Contractor will use its commercially reasonable efforts to prevent the number of Miscellaneous Transactions invoiced in any month from exceeding three percent (3%) of the total number of transactions invoiced for that month (the "Pass-Through Threshold"). If Miscellaneous Transactions going forward exceed the Pass-Through Threshold (except for reasons of force majeure, as defined by in Section 11.28 of the original RFP) in more than 2 months during the term of the Contract, then the Contractor shall suspend billing for all Miscellaneous Transactions until a corrective action plan is put in place and the transactions level is within the agreed upon limit. Once the action plan is in place and the transaction thresholds are in place, billing for Miscellaneous Transactions will resume as stated above. The Contractor will continue to pursue decreasing the number of pass through transactions by working closely with the merchants and MasterCard.

6. The parties agree that these terms constitute the entire agreement to resolve the Miscellaneous Transactions and shall be incorporated into the Contract.

The Council and the Contractor agree that with each rebate payment, the Contractor will submit to the Council a settlement statement signed by the Contractor's finance officer detailing the rebate calculations. The statement will attest to the methodology applied to the rebate calculation and will be consistent with generally accepted accounting practices.

The parties have caused this Amendment No. 4 to be executed in duplicate counterparts, each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative. By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Contract, as though the amendment were set forth word-for-word therein.

The Contract is amended only as expressly provided in this Amendment No. 4. Except as expressly modified by this Amendment No 4, the terms of the Contract remain unchanged, and the Contract is hereby ratified and confirmed by the parties in all respects. In the event of any inconsistency between the terms of the Contract and the terms of this Amendment No. 4, this Amendment No. 4 shall prevail.

State Council on Competitive Government

Date: 4-24-09

By: _____

Comdata Corporation

Date: 8-22-08

By: _____

Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: August 19, 2008

By: _____

Rod Hilt
Executive Vice President

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC

Definitions:

"Agreement" means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission ("TBPC"), COMDATA NETWORK, INC. ("Comdata") and TransMontaigne Product Services, Inc. ("TransMontaigne") dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as "Contractor").

Participating State Agency

HIDALGO COUNTY
(Legal Name of Entity)

100 E CANO 4TH FLOOR
(Billing Address)

EDINBURG, TEXAS 78539
(City, State and Zip Code)

74-6000717
[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT
(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

- By (Authorized Signatory):

Approved by Commissioners' Court on 10-24-06

Print Name: RAMON GARCIA,
HIDALGO COUNTY JUDGE

This Service Contract shall not become binding until accepted by Contractor.

COMDATA NETWORK, INC.

By: _____

Title: SR VP. CM

Date: 11.3.04

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: _____

Title: ZVP

Date: 11/6/06

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:
TransMontaigne Product Services Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury"

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

_____ For the exclusive use of a state; or

_____ For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

_____ This is a single purchase certificate:

1. _____ Invoice or delivery ticket number
2. _____ Number of gallons

_X_ This is a certificate covering all purchases under a specified account or order number:

1. Effective date _____
2. Expiration date _____ (period not to exceed 1 year after the effective date)
3. Buyer account number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA
Printed or typed name of person signing

HIDALGO COUNTY JUDGE
Title of person signing

MARTHA L. SALAZAR
Name of Buyer

74-6000717
Employer identification number

100 E CANO, 4TH FLOOR EDINBURG, TEXAS 78539
Address of Buyer

Signature and date signed

** ***Please see attached page for specific language from Publication 378 [page(s) 7,8 and 9]***

Model Certificate D (Federal Tax Only)

Approved by Commissioners' Court
on 10-24-06

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

Publication 378

Page 7

Exclusive Use by a Nonprofit Educational Organization (No. 13)

Exclusive use by a nonprofit educational organization means fuel used by an organization exempt from income tax under section 501(a) of the Internal Revenue Code that meets both of the following requirements.

- It has a regular faculty and curriculum.
- It has a regularly enrolled body of students who attend the place where the instruction normally occurs.

A nonprofit educational organization also includes a school operated by a church or other organization described in section 501 (c) (3) of the Internal Revenue Code if the school meets the above requirements.

Exclusive Use by a State, Political Subdivision of a State, or the District of Columbia (No. 14)

Exclusive use by a state, political subdivision of a state, or the District of Columbia means fuel purchased by the state or local government for its exclusive use. A state or local government is any state, any political subdivision thereof, or the District of Columbia. An Indian tribal government is treated as a state only if the fuel is used in an activity that involves the exercise of an essential tribal government function. Gasoline, diesel fuel, and kerosene used by the American Red Cross are considered to be the use of these fuels by a state.

Page 8 and 9 under # 3. Filing Claims

Nonprofit educational organization and state use. To make a claim as an ultimate vendor (nonprofit educational organization or state), you must have a UV registration number. If you sell gasoline or aviation gasoline to a nonprofit educational organization for its exclusive use or to a state or local government for its exclusive use, you must keep the following information.

- The name and taxpayer identification number of each person (nonprofit educational organization or government unit) that bought the fuel.
- The number of gallons sold to each person.
- An unexpired certificate from the buyer. See Model Certificate D on page 18. The certificate expires on the earlier of one year after the date of the certificate or the date a new certificate is given to the registered ultimate vendor.

Instructions for completing the Certificates:

Certificate For State Use or Nonprofit Educational Organization Use (Gasoline or Aviation Fuel)

Select one of the two options (as referenced in Publication 378 defining No. 14 for a State or No. 13 for a Nonprofit Educational Organization – see above). The next item regarding single

purchase certificate is not applicable at this time for this program. The fourth item has been checked for you, covering all purchases. The applicable information in numbers 1, 2, 3 (Effective Date, Expiration Date and Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed for the fourth item.

Certificate of Farming Use or State Use (Kerosene or Diesel Fuel)

Items A. 3. for "the exclusive use of a State or local government, or the District of Columbia" and B. 2., covering all purchases under a specified account or order number, have already been checked. The applicable information under item B. 2. (a. Effective Date, b. Expiration Date and c. Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed under item B. 2.

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)

(To support vendor's claim for a credit or payment under section 6427 of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:
TransMontaigne Products Services, Inc.
1670 Broadway Street, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates — (check one):

_____ 1. On a farm for farming purposes (as defined in §48.6420-4 of the Manufacturers and Retailers Excise Tax Regulations) and Buyer is the owner, tenant, or operator of the farm on which the fuel will be used;

_____ 2. On a farm as defined in §48.6420-4(c)] for any of the purposes described in paragraph (d) of that section (relating to cultivating, raising, or harvesting) and Buyer is not the owner, tenant, or operator of the farm on which the fuel will be used; or

__X__ 3. For the exclusive use of a State or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here _____ and enter:
   a. Invoice or delivery ticket number _____
   b. _____ Number of gallons

2. If this is a certificate covering all purchases under a specified account or order number, check here __X__ and enter:

   a. Effective date _____
   b. Expiration date _____ (period not to exceed 1 year after the effective date)
   c. Buyer account or order number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA
Printed or typed name of person signing

HIDALGO COUNTY JUDGE
Title of person signing

MARTHA L. SALAZAR
Name of Buyer

74-6000717
Employer identification number

100 E CANO 4TH FLOOR, EDINBURG, TEXAS 78539
Address of Buyer

Signature and date signed

Approved by Commissioners' Court
on 10-24-06 ac

Model Certificate B (Federal Tax Only)

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC

Definitions:

"Agreement" means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission ("TBPC"), COMDATA NETWORK, INC. ("Comdata") and TransMontaigne Product Services, Inc. ("TransMontaigne") dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as "Contractor").

Participating State Agency

HIDALGO COUNTY
(Legal Name of Entity)

100 E CANO 4TH FLOOR
(Billing Address)

EDINBURG, TEXAS 78539
(City, State and Zip Code)

74-6000717
[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT
(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

- By (Authorized Signatory):

Print Name: RAMON GARCIA,
HIDALGO COUNTY JUDGE

Approved by Commissioners' Court
on 10-24-06

This Service Contract shall not become binding until accepted by Contractor.

COMDATA NETWORK, INC.

By: _____

Title: _____

Date: _____

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: _____

Title: _____

Date: _____

COMDATA FUEL CARDS

HIDALGO COUNTY

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE
TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

AI-788 **17.A.15.**

HIDALGO COUNTY

CC REGULAR

Date: 10/24/2006

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to utilize Comdata Fuel Cards through their awarded contract with State Council of Competitive Government under Texas Building and Procurement Commission's (TBPC) Cooperative Program for use by departments under "emergency situations" or travel outside the County inasmuch as this fuel card is at pump pricing.

BACKGROUND

Voyager Fuel Card's contract expires on October 31, 2006.

Fiscal Impact

FISCAL YEAR: 2006 **ACCT. #:** Various

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

BUDGETARY IMPACT:

FOR DEPARTMENTS WHO HAVE FUNDING AVAILABLE FOR FUEL ONLY. ON AN AS NEEDED BASIS (see atttached expense report)

Attachments

Link: BACK UP FOR AGENDA 788

Link: Exp Rpt - Obj 682

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/19/2006 02:46 PM	APRV
2	Budget & Management	Dina Trevino	10/20/2006 10:57 AM	APRV
3	Dale Kennan	Dale Kennan	10/20/2006 02:02 PM	APRV
4	Auditor's Office	Linda Fong	10/20/2006 05:33 PM	APRV
5	Arcy Duran	Arcilia Duran	10/20/2006 05:45 PM	APRV
6	Court Administrator	Monica Badillo	10/25/2006 11:01 AM	APRV

Form Started By: Laura Moya Started On: 10/18/2006 03:34 PM

Final Approval Date: 10/25/2006

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
9-1100-413-00-110-006-0-626	CO JUDGE-GASOLINE/DIESEL	.00	.00	-8.74	-8.74	8.74	.00
9-1100-414-00-130-001-0-626	ELECTIONS DEPT-GASOLINE/DIESEL	10,000.00	.00	-2.28	-2.28	10,002.28	-.02
9-1100-415-14-115-001-0-626	DBM-BUDGET DIV-GASOLINE/DIESEL	.00	.00	-13.36	-13.36	13.36	.00
9-1100-415-15-140-001-0-626	TAX OFF-GASOLINE/DIESEL	11,250.00	.00	-.52	-.52	11,250.52	.00
9-1100-415-18-160-001-0-626	PURCHASING-GASOLINE/DIESEL	1,500.00	.00	-3.03	-3.03	1,503.03	-.20
9-1100-415-40-180-001-0-626	CO CLERK-GASOLINE/DIESEL	4,505.29	.00	-13.71	-13.71	4,519.00	-.30
9-1100-415-40-180-002-0-626	CO CLERK RECORD ARCHIVE-GASOLINE/DIESEL	2,000.00	.00	.00	.00	2,000.00	.00
9-1100-419-10-210-001-0-626	PLANNING DEPT-GASOLINE/DIESEL	1,495.00	.00	-32.44	-32.44	1,527.44	-2.17
9-1100-419-40-115-069-0-626	CRTHSE PK LOT-GASOLINE/DIESEL	-6.55	.00	-6.55	-6.55	.00	100.00
9-1100-419-40-220-001-0-626	GEN GOVT BLDG-GASOLINE/DIESEL	49,957.13	.00	-90.56	-90.56	50,047.69	-.18
9-1100-419-40-220-002-0-626	BLDG MINOR ST-GASOLINE/DIESEL	14,000.00	.00	.00	.00	14,000.00	.00
9-1100-419-50-115-059-0-626	DBM-SAFETY DIV-GASOLINE/DIESEL	7,000.00	.00	-55.69	-55.69	7,055.69	-.80
9-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	2,166,896.04	274,144.72	571,919.21	571,919.21	1,320,832.11	39.04
9-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	5,000.00	.00	-53.53	-53.53	5,053.53	-1.07
9-1100-421-00-292-001-0-626	CONSTABLE PCT.2-GASOLINE/DIESEL	20,022.71	.00	-58.70	-58.70	20,081.41	-.29
9-1100-421-00-293-001-0-626	CONSTABLE PCT.3-GASOLINE/DIESEL	49,563.80	5,424.20	6,333.90	6,333.90	37,805.70	23.72
9-1100-421-00-294-001-0-626	CONSTABLE PCT.4-GASOLINE/DIESEL	15,000.00	.00	.00	.00	15,000.00	.00
9-1100-421-00-294-007-0-626	CONST. PCT.4-CRTHSE SEC-GASOLINE/DIESEL	6,011.37	.00	.00	.00	6,011.37	.00
9-1100-421-00-295-001-0-626	CONSTABLE PCT.5-GASOLINE/DIESEL	5,000.00	.00	-49.51	-49.51	5,049.51	-.99
9-1100-422-10-300-001-0-626	EMERG SRVS-FM-GASOLINE/DIESEL	6,032.45	.00	63.33	63.33	5,969.12	1.05
9-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	55,000.00	4,336.15	663.85	663.85	50,000.00	9.09
9-1100-423-32-330-001-0-626	JUV DET HM-GASOLINE/DIESEL	3,501.39	181.60	817.86	817.86	2,501.93	28.54
9-1100-429-00-300-023-0-626	EMERG SRVS-EM-GASOLINE/DIESEL	19,976.22	5,000.00	-33.54	-33.54	15,009.76	24.86
9-1100-432-00-121-001-0-626	PCT1 SANITATION-GASOLINE/DIESEL	140,000.00	11,501.88	38,498.12	38,498.12	90,000.00	35.71
9-1100-432-00-122-001-0-626	PCT2 SANITATION-GASOLINE/DIESEL	43,000.00	17,696.32	22,303.68	22,303.68	3,000.00	93.02
9-1100-432-00-123-001-0-626	PCT3 SANITATION-GASOLINE/DIESEL	40,550.00	4,438.02	17,561.47	17,561.47	18,550.51	54.25
9-1100-432-00-124-001-0-626	PCT4 SANITATION-GASOLINE/DIESEL	75,500.00	29,035.78	46,464.22	46,464.22	.00	100.00
9-1100-441-00-340-001-0-626	HEALTH ADM-GASOLINE/DIESEL	27,000.40	.00	18.08	18.08	26,982.32	.07
9-1100-461-00-380-001-0-626	TX AGRILIFE EXT-GASOLINE/DIESEL	200.00	.00	39.69	39.69	160.31	19.85

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1200-431-00-122-004-0-626	CO SHOP-GASOLINE/DIESEL	850.00	.00	39.57	39.57	810.43	4.66
9-1200-431-00-260-001-0-626	R-O-W DEPT-GASOLINE/DIESEL	5,000.00	.00	-66.89	-66.89	5,066.89	-1.34
9-1201-431-00-121-005-0-626	PCT1 P/U RD-GASOLINE/DIESEL	195,830.88	58,592.44	116,407.56	116,407.56	20,830.88	89.36
9-1202-431-00-122-005-0-626	PCT2 RD ADM-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
9-1202-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	152,595.00	24,422.60	75,577.40	75,577.40	52,595.00	65.53
9-1203-431-00-123-005-0-626	PCT3 P/U RD-GASOLINE/DIESEL	403,852.84	7,422.48	232,577.52	232,577.52	163,852.84	59.43
9-1204-431-00-124-007-0-626	PCT4 P/U RD-GASOLINE/DIESEL	171,591.74	5,582.87	155,401.78	155,401.78	10,607.09	93.82
9-1211-452-00-121-013-0-626	PCT1 PARKS-GASOLINE/DIESEL	25,000.00	9,044.51	10,955.49	10,955.49	5,000.00	80.00
9-1212-452-00-122-008-0-626	PCT2 PARKS-GASOLINE/DIESEL	5,000.00	.00	.00	.00	5,000.00	.00
9-1213-452-00-123-008-0-626	PCT3 PARKS-GASOLINE/DIESEL	4,000.00	809.94	790.06	790.06	2,400.00	40.00
9-1214-452-00-124-009-0-626	PCT4 PARKS-GASOLINE/DIESEL	10,300.00	.00	.00	.00	10,300.00	.00
9-1222-412-00-080-006-0-626	DA BAD CK-GASOLINE/DIESEL	3,000.00	.00	-13.31	-13.31	3,013.31	-.44
9-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL	4,000.00	.00	.00	.00	4,000.00	.00
9-1252-412-00-270-012-0-626	HIDTA US TREASURY-GASOLINE/DIESEL	4,990.00	.00	.00	.00	4,990.00	.00
9-1284-421-00-280-048-1-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	12,375.00	.00	.00	.00	12,375.00	.00
9-1284-421-00-280-052-1-626	STONEGARDEN (ALTON)-GASOLINE/DIESEL	4,962.25	.00	.00	.00	4,962.25	.00
9-1291-412-00-270-003-8-626	HIDTA TASK FORCE-GASOLINE/DIESEL	42.29	42.29	.00	.00	.00	100.00
9-1291-412-00-270-003-9-626	HIDTA TASK FORCE-GASOLINE/DIESEL	28,588.00	5,000.00	-51.42	-51.42	23,639.42	17.31
9-1292-441-00-350-001-9-626	WIC ADM-GASOLINE/DIESEL	9,003.16	.00	54.73	54.73	8,948.43	.61
9-1293-441-00-340-005-0-626	H.D. ADM-GASOLINE/DIESEL	10,000.00	.00	.00	.00	10,000.00	.00
9-1293-441-00-340-013-0-626	TDH PHPSB-GASOLINE/DIESEL	1,000.00	1,000.00	.00	.00	.00	100.00
9-1295-423-00-330-028-0-626	WESL B/C-GASOLINE/DIESEL	3,812.71	1,000.00	-19.39	-19.39	2,832.10	25.72
9-1297-423-00-320-002-9-626	BASIC SUPERVISION-GASOLINE/DIESEL	12.14	.00	-8.43	-8.43	20.57	-69.44
9-1297-423-00-320-005-9-626	RESTITUTION CTR-GASOLINE/DIESEL	7,495.50	.00	-139.62	-139.62	7,635.12	-1.86
9-1297-423-00-320-008-9-626	COMM CORR-GASOLINE/DIESEL	4,644.00	1,854.72	145.28	145.28	2,644.00	43.07
9-1297-423-00-320-020-9-626	SATF-GASOLINE/DIESEL	24.96	.00	-13.44	-13.44	38.40	-53.85

AI-17115 **7.S.**

Countywide Mailing Services

CC CONSENT

Date:	09/01/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for Hidalgo County - Building and Grounds "Countywide Mailing Services" Bid No. 2009-221-09-30-YZV

BACKGROUND

Current Contract expires: December 31, 2009
Proposed Schedule of Events:
1st Advertisement: 09/12/09
2nd Advertisement: 09/19/09
Bid Opening Date: September 30, 2009.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: X-1100-419-60-115-026-0-350

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

BUDGETARY IMPACT:

Contract effective 01/01/2010 through 12/31/2010.

Attachments

Link: Dept. Memo - Approval of Specs./Specifications/Legal Notice/Draft Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 12:51 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2009 03:45 PM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/24/2009 09:29 AM

Final Approval Date: 08/28/2009

MEMORANDUM

To: **Daniel Flores, Director,**
Buildings & Ground

Attn: **Alma Ybarra** **via e-mail: alma.ybarra@co.hidalgo.tx.us**

From: **Yolanda Velasquez**
Purchasing Dept., Buyer

Date: **Wednesday, July 22, 2009**

Re: Bid No. 2009-221 Approval of Specifications/Requirements for **HIDALGO COUNTY-"COUNTYWIDE MAILING SERVICES"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

BUDGET ACCOUNT#: 9-1100-419-60-115-026-0-350

AUTHORIZED SIGNATURE	Daniel Flores	8/14/09
	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, August 12, 2009 by 1:00P.M.

Rec'd 8/17/09 @ 10:05

EXHIBIT "A"
HIDALGO COUNTY
"COUNTYWIDE MAILING SERVICES"
BID NO. 2009-221--**-YZV**

SPECIFICATIONS

THE FOLLOWING ARE THE MINIMUM SPECIFICATIONS (AND INFORMATION) FOR "MAILING SERVICES" FOR HIDALGO COUNTY:

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Buildings and Grounds personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   a) Packages exceeding one (1) pound.

TERMS AND CONDITIONS

1. The initial term of the contract shall be for the period beginning January 1, 2010 and ending on December 31, 2010 and may be extended at the sole discretion of Hidalgo

County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and **"as needed,"** basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A 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.

   Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Monday, Month **,2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Wednesday, Month **, 2009.**

Bid No: 2009-221-09-30	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"COUNTYWIDE MAILING SERVICES"

BID OPENING DATE

SEPTEMBER 30, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"COUNTYWIDE MAILING SERVICES-Hidalgo County"** 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-2009-221-09-30-yzv-Countywide Mailing – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, SEPTEMBER 30, 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-2009-221-09-30-yzv- RFB-Countywide Mailing Services – 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.

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. 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

15. 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 - **"Countywide Mailing Services -Hidalgo County"** 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
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**September 30, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. 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 fo r 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.

19. 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.**

20. 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.

21. 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.

22. 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.

23. 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.

24. Any contract awarded 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

26. 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.

27. 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.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful 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
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2009-221-09-30-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

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. 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 _____
_____
_____
_____

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

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:_____

DRAFT

AI-17145 **7.T.**

Approval to Utilize COOP's

CC CONSENT

Date: 09/01/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

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

Vendor	Contract Description	Contract
Business Interiors by Staples-Houston/The Hon Company	Office Furniture	3-711090-61
Business Interiors by Staples-Houston/Global Industries, Inc.	Office Furniture	3-7111010-53
Business Interiors by Staples-Houston/Kimball International	Office Furniture	3-711060-50
Corporate Express, A Staples Co./Allsteel, Inc.	Office Furniture	9-71I030-1

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #:

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

BUDGETARY IMPACT:

No funding required at this time. Purchases on an as needed basis.

Attachments

Link: Corporate Express COOP Renewals

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:00 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2009 03:52 PM	APRV
4	Auditor's Office	Linda Fong	08/28/2009 04:00 PM	APRV

Form Started By: Matilde Faz Started On: 08/25/2009 03:45 PM

Final Approval Date: 08/28/2009

Consent # 17145 9/1/09

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

BUSINESS INTERIORS BY STAPLES – HOUSTON
Contract TXMAS-3-711090-61

Dealer for:

THE HON COMPANY

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA

Send PO to:
BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

Invoice From:

BUSINESS INTERIORS BY STAPLES
STAPLES CONTRACT AND COMMERCIAL, INC.
6400 HOLLISTER TX 77040
USA
Vendor ID:

Delivery:	60 DAYS ARO OR SOONER
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	BUSINESS INTERIORS BY STAPLES – HOUSTON STAPLES CONTRACT AND COMMERCIAL, INC. 39143 TREASURY CENTER CHICAGO IL 60694-9100 USA Vendor ID:
Vendor ID:	10433908166
Business Type:	Small
DUNS #:	151064821
Effective: Expires:	2/26/2003 9/10/2009

CONTACT: PAM OLIVER
Phone 713-934-6302
PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 2/26/2003 through 9/10/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-28F-8047H.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: $500,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: HON, The HON Company, Office , Furniture, Office Furniture, Desks, Panels, Systems, Panels Systems, Chairs, Seating, Wood Seating, Steel Seating, Files , Filing, Storage, Files and Storage, Tables, Conference Tables, Conference Rooms, Laminate, Veneer, LAN Furniture, Computer Desks, Park Avenue, 92000 Series, 95000 Series, 10700 Series, Valido, 10600 Series, 10500 Series, 94000 Series, Perpetual, 38000 Series, Initiate, Sleek, Simplicity II, Mentor, Expectations, Director Series , 2900 Series, Meadowbrook, 6540 Series, 6550 Series, Presence, Pillow-soft, M3, Cambia, Convergence, Allure, Gamut, 3100 Series, Tiempo, Solutions Seating, Resolution, Sensible Seating, Instinct, Mobius, Alaris, 7700 Series, ComforTask, ValuTask, Every-Day Chairs, 24-Hour Chairs, Pyramid, Big or Tall Chair, Nesting Chairs, Reception Seating, Multi-Purpose Chairs, Olson Flex Stacker, Olson, Guest Stacker, Education Chairs, Folding Chairs, Storage, Laminate Storage, Desk towers, Worksurfaces, Storage Cabinets, Wardrobe, Mobile Pedestal, Flagship, Efficiencies, 800 Series, 700 Series, 600 Series, K Pull Series, F Pull Series, File Centers, Shelf Files, Track Filing, Flamesafe, Binder Storage, Tercero, Occasional Table, Training Table, Hospitality Table, Utility Table, Communication Support, Podium, Hospitality Cart, Coffee Table , Traditional, Presentation Cabinet, Station Master, Modular, Activity Tables, iLevel Tables, Education Workstation, Essential Foundations, Practical Foundations, Laptop Storage Cart, Projection Screen, Projector Cart, Monitor Cart, Accomplish Student Desk, Teacher Desk, Book cart, Literature Rack, Hutch, Executive Office , Manager Office , Call Center, Reception Desk, Peninsula, Overhead Storage, Keyboard Tray , Center Drawer, Task Light, Articulating Keyboard Platform, Corner Sleeve, Paper Management, One-key, Cableway, Raceway, Desk, Pedestal, Credenza, Return, Lateral file, Vertical file, Bookcase, Storage Cabinet, Chair, Seating, Task, Ergonomic, Stool, Stack chair, Guest Chair, Guest Seating, Wire Management, Grommet, Core removable lock, Classroom, Computer Lab, Cafeteria, Art Room, Library, Student, Teacher, Lounge,

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Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

BUSINESS INTERIORS BY STAPLES - HOUSTON
Contract TXMAS-3-7111010-53

Dealer for:

GLOBAL INDUSTRIES, INC

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
GLOBAL INDUSTRIES, INC
P O BOX 562
MARLTON NJ 08053
USA

Send PO to:
BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

Invoice From:
BUSINESS INTERIORS BY STAPLES
STAPLES CONTRACT AND
COMMERCIAL INC.
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID:

Delivery:	30-45 DAYS ARO
FOB Point:	DESTINATION
Terms:	1% 10 DAYS, NET 30
Remit To:	BUSINESS INTERIORS BY STAPLES - HOUSTON STAPLES CONTRACT AND COMMERCIAL INC. 39143 TREASURY CENTER CHICAGO IL 60694-9100 USA Vendor ID:
Vendor ID:	10433908166
Business Type:	Large
DUNS #:	151064821
Effective: Expires:	11/21/2002 12/31/2012

CONTACT: PAM OLIVER
Phone 713-934-6302
PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 11/21/2002 through 12/31/2012 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-28F-0025J.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: $300,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: filing and storage seating desking reception table chair chairs

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Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

BUSINESS INTERIORS BY STAPLES – HOUSTON
Contract TXMAS-3-711060-50

Dealer for:

KIMBALL INTERNATIONAL

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
KIMBALL INTERNATIONAL
1600 ROYAL STREET
JASPER IN 47549
USA

Send PO to:
BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

Invoice From:
BUSINESS INTERIORS BY STAPLES
STAPLES CONTRACT AND
COMMERCIAL, INC.
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID:

Delivery:	90 DAYS ARO
FOB Point:	DESTINATION
Terms:	1.5% - 15 DAYS, NET 30 DAYS
Remit To:	BUSINESS INTERIORS BY STAPLES – HOUSTON STAPLES CONTRACT AND COMMERCIAL, INC. 39143 TREASURY CENTER CHICAGO IL 60694-9100 USA Vendor ID:
Vendor ID:	10433908166
Business Type:	Small
DUNS #:	151064821
Effective:	12/16/2002
Expires:	9/30/2011

CONTACT: PAM OLIVER
Phone 713-934-6302
PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/16/2002 through 9/30/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-29F-0177G.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100.00 NET
Maximum Order: VARIES DEPENDING ON PRODUCT

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Accessories, Asset Management, Audio Visual Board, Bookcases, Cabinets, Center Drawers, Chairs, Conference Chairs, Conference Room Tables, Conference Tables, Conferencing Solutions, Counterweight Kits, CPU Holder, Credenzas, Cubicles, Design , Desks, Electrical Hardware Components, End Tables, Ergonomic Seating, Executive Desks, Executive Furniture, Files, Folding Tables, Freestanding Furniture, Furniture Disposal, Ganging, Hutch, Installation, Keyboards & Trays, Laminate Tables, Lateral Files, Lecterns, Lock Cores & Keys, Lounge, Lunch Room Tables, Magazine Table, Marker Board, Meeting Tables, Metal Desks, Metal Furniture, Modular Desks, Modular Furniture, Move Management, Multi Purpose Files, Multiple Delivery Locations, Multi-Purpose Tables, Non Modular Furniture, Occasional Table, Overhead Storage, Palm Rests, Panels, Paper Management, Power & Data, Project Management, Reconfiguration, Seating, Special Delivery, Stacking Seating, Staged Delivery, Steel Files, Storage Cabinets, Tables, Tackboards, Task Lighting, Task Seating, Tiles, Traditional, Traditional Table, Training Tables, Transitional Table, TV/VCR Cabinet, Upholstered Chairs, Wall Support, Wardrobe, Wardrobe Kits, Wood Tables, Work Tables, Workstations, Worksurfaces, Kimball Office, National, Office Furniture, Classroom Furniture, Systems Furniture, Cafeteria Furniture, Installation, Transaction Counter, Metal Files, Stools, Partitions,

Contact Us

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Window on State Government Susan Combs Texas Comptroller of Public Accounts

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Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

CORPORATE EXPRESS, A STAPLES CO.
Contract TXMAS-9-71I030-1

Dealer for:

ALLSTEEL, INC.

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
ALLSTEEL, INC.
2210 SECOND AVE.
MUSCATINE IA 52761
USA

Send PO to:
CORPORATE EXPRESS, A STAPLES COMPANY
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 17419269216

Invoice From:
CORPORATE EXPRESS, A STAPLES COMPANY
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID:

Delivery:	60 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	CORPORATE EXPRESS, A STAPLES CO. P.O. BOX 71217 CHICAGO IL 60694-1217 USA Vendor ID:
Vendor ID:	17419269216
Business Type:	Small
DUNS #:	178062048
Effective: Expires:	10/31/2008 9/30/2013

CONTACT: PAM OLIVER
Phone 713-934-6435
PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 10/31/2008 through 9/30/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal

option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-28F-0001V.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: SINS 711-18 & 711-19: $200,000; ALL OTHER SINS: $500,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security
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Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Blanca Mayorga

From: Cortez, Marcello [Marcello.Cortez@Staples.com]
Sent: Monday, August 24, 2009 11:53 AM
To: Blanca Mayorga
Subject: FW: Request name change to match what is on TXMAS

Blanca,

You know what after thinking about it, I can't include Mayline to my request, because when we do get updated to Business Interiors by Staples more than likely it will be under a new contract number just like all the other so I guess we will have to wait on Mayline.

Thanks,

Marcello

Blanca,

Hello. Please accept this as a formal request to modify how we are currently set-up to the following TXMAS contracts with the name change from Corporate Express to Business Interiors by Staples;

BUSINESS INTERIORS BY STAPLES – HOUSTON
Contract TXMAS-3-711090-61

Dealer for:

THE HON COMPANY

Send PO to:
BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

BUSINESS INTERIORS BY STAPLES - HOUSTON
Contract TXMAS-3-7111010-53

Dealer for: ✓

GLOBAL INDUSTRIES, INC

BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

BUSINESS INTERIORS BY STAPLES – HOUSTON
Contract TXMAS-3-711060-50

Dealer for:

KIMBALL INTERNATIONAL

Send PO to:
BUSINESS INTERIORS BY STAPLES
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 10433908166

CORPORATE EXPRESS, A STAPLES CO.
Contract TXMAS-9-711030-1

Dealer for:

ALLSTEEL, INC.

Send PO to:
CORPORATE EXPRESS, A STAPLES COMPANY
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 17419269216

Marcello Cortez
Account Manager

Staples Advantage
Tel: 956-592-6542
Fax: 956-541-3678

Staples-that was easy®.